TRANSCRIPT OF RECORD.

SUPREME COURT OF THE UNITED STATES.

No. 667.

THE BOARD OF SUPERVISORS OF WOOD COUNTY, PLAINTIFFS IN ERROR,

vs.

THE LACKAWANA IRON AND COAL COMPANY.

IN ERROR TO THE CIRCUIT COURT OF THE UNITED STATES FOR THE WESTERN DISTRICT OF WISCONSIN.

FILED AUGUST 3, 1876.

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3 UNITED STATES OF AMERICA, *ss:*

The President of the United States to the judges of the circuit court of the United States for the western district of Wisconsin, greeting:

Because in the record and proceedings, and also in the rendition of the judgment of a plea which is in the said circuit court before you, between the Board of Supervisors of Wood County and the Lackawanna Iron and Coal Company, a manifest error hath happened, to the great damage of the said Board of Supervisors of Wood County, as by its complaint appears, we, being willing that the error, if any hath been, should be duly corrected, and full and speedy justice done the parties aforesaid in this behalf, do command you, if judgment be therein given, that, under your seal, distinctly and openly, you send the record and proceedings aforesaid with all things concerning the same to the Supreme Court of the United States, together with this writ, so that you may have the same at Washington on the second Monday of October next, in the said Supreme Court to be then and there held, that, the record and proceedings aforesaid being inspected, the said Supreme Court may cause further to be done therein, to correct that error, what of right and according to the laws and customs of the United States should be done.

Witness the Hon. Morrison R. Waite, Chief-Justice of the said Supreme Court, the 3d day of June, in the year of our Lord one thousand eight hundred and seventy-six.

[SEAL.] F. M. STEWART,
Clerk of Circuit Court of U. S. for Western District of Wisconsin.

LUTHER S. DIXON and
P. L. SPOONER,
Attorneys.

Allowed by me.

4 (Indorsed:) Supreme Court of the United States. The Board of Supervisors of Wood County, plffs. in error, vs. The Lackawanna Iron and Coal Company, defendant in error. Writ of error. L. S. Dixon and P. L. Spooner, attys. for for plff. in error.

The return to the within writ appears by the schedule hereto annexed.

The return of the judge of the circuit court of the United States for the western district of Wisconsin.

In testimony whereof I have hereunto set my hand and affixed the seal of said circuit court, at my office in the city of Madison, this 3d day of June, A. D. 1876, and of our Independence the one hundredth.

[SEAL.] F. M. STEWART,
Clerk.

5 Circuit court of the United States of America for the western district of Wisconsin.

UNITED STATES OF AMERICA,
Western District of Wisconsin, ss:

At a special term of the circuit court of the United States for the western district of Wisconsin, begun and held according to law at the city of Madison, in said district, on the first Tuesday, being the 7th day

of December, A. D. 1875. Present and presiding, the honorable James P. Hopkins, district judge. Among other, the following proceedings were had, to wit:

THE LACKAWANA IRON AND COAL COMPANY
versus
THE BOARD OF SUPERVISORS OF WOOD COUNTY. } At law.

Be it remembered that heretofore, to wit, on the 17th day of August, A. D. 1875, came the above-named plaintiff, by its attorneys, Messrs. Gregory and Penney, and filed its præcipe for a summons in an action on money-demand against the above-named defendant, as follows, to wit:

Præcipe.

United States circuit court, western district of Wisconsin.

THE LACKAWANA IRON AND COAL COMPANY
vs.
THE BOARD OF SUPERVISORS OF WOOD COUNTY.

6 Demand judgment for $6,240.00, forty dollars thereof in gold, with interest thereon at the rate of 7 per cent. from the 1st day of January, A. D. 1874, and on $6,200 thereof as follows: On $2,000 from Jan'y 1, 1874; on $1,400 from July 1, 1874; on $1,400 from Jan'y 1, 1875, and on balance of $1,400 from July 1, 1875; and costs of suit.

F. M. STEWART, *Clerk:*

SIR: Issue summons in above-entitled action according to above directions.

Yours, &c.,

GREGORY AND PINNEY,
Plaintiff's Attorneys.

AUG. 17, 1875.

And on the same day, to wit, the 17th day of August, A. D. 1875, said plaintiff, by its said attorneys, filed its bond for costs, as follows:

Bond for costs.

Know all men by these presents that we, The Lackawana Iron and Coal Company and S. N. Pinney, of the city of Madison, Wisconsin, are held and firmly bound unto the Board of Supervisors of Wood County, Wisconsin, in the sum of two hundred dollars, to be paid to the said Board of Supervisors of Wood County, its successors or assigns, to which payment, well and truly to be made and done, we do bind ourselves, our heirs, executors, and administrators, jointly and severally, firmly by these presents, sealed with our seals, the sixteenth day of August, A. D. 1875.

Whereas an action for money-demand is about to be commenced at the suit of the said Lackawana Iron and Coal Company, a corpo-
7 ration of the State of Pennsylvania, against the Board of Supervisors of Wood County, Wisconsin, in the circuit court of the United States for the western district of Wisconsin:

Now, therefore, the condition of this obligation is such that if the

plaintiff will pay all the costs that may be awarded against it, not exceeding the aforesaid sum, then this obligation to be void; else, valid.

THE LACKAWANA IRON AND COAL COMPANY, [SEAL.]
By GREGORY & PINNEY,
Its Attys.
S. N. PINNEY. [SEAL.]

And also said plaintiff, by its attorneys, filed its bill of complaint herein, as follows, to wit:

Complaint.

Circuit court of the United States for the western district of Wisconsin.

THE LACKAWANA IRON AND COAL COMPANY, plaintiff,
vs.
THE BOARD OF SUPERVISORS OF WOOD COUNTY, in the State of Wisconsin, defendant.

The complaint of the above-named plaintiff respectfully shows to this court that the said plaintiff is a corporation, created, organized, and existing under and by virtue of an act of the legislature of the State of Pennsylvania, entitled "An act to incorporate the Lackawana Iron and Coal Company," approved April 5th, A. D. 1863, having its principal office and place of business in said State, and is a citizen thereof. And the defendant, The Board of Supervisors of Wood County, in the State of Wisconsin, is a body corporate and politic, created and existing
8 under and by virtue of the laws of the State of Wisconsin, and is a citizen thereof.

9 That the said defendant, being duly authorized by the laws of the State of Wisconsin, on or about the first day of Jan'y, 1873, made and executed, for value received, its negotiable coupon or interest-warrant, duly signed by the clerk of said board, of which coupon or interest-warrant the following is a copy:

$40. STATE OF WISCONSIN. $40.

The County of Wood will pay to the treasurer of the Green Bay & Lake Pepin Railway Company, or to the bearer hereof, on the first day of Jan., 1874, at the Bank of North America, in the city and State of New York, forty dollars in gold, being the semi-annual interest to that day on the bond of said county No. 76, issued in payment for stock of said company.

L. P. POWERS,
Clerk of the County Board of Supervisors.

That said coupon or interest-warrant was, on or about said first day of Jan'y, 1873, delivered to the said payee therein named; that the plaintiff is now the lawful holder, owner, and bearer thereof; that the said defendant has not paid the same or any part thereof, and that there is now due the plaintiff thereon, from the defendant, forty dollars in gold with interest thereon from the 1st day of Jan'y, 1874.

2nd. And for a further and separate cause of action, that the said defendant, being duly authorized by the laws of the State of Wisconsin, on or about the first day of Jan., 1873, made and executed, for value

received, its negotiable coupon or interest-warrant, duly signed by the clerk of said board, of which coupon or interest-warrant the following is a copy:

$40. STATE OF WISCONSIN. $40.

The County of Wood will pay to the treasurer of the Green Bay & Lake Pepin Railway Company, or to the bearer hereof, on the first day of Jan'y, 1874, at the Bank of North America, in the city and State of New York, forty dollars, being the semi-annual interest to that day on the bond of said county No. 147, issued in payment for stock of said company.

L. P. POWERS,
Clerk of the County Board of Supervisors.

That said coupon or interest-warrant was, on or about said first day of Jan'y, 1873, delivered to the said payee therein named; that the plaintiff is now the lawful holder, owner, and bearer thereof; that the said defendant has not paid the same or any part thereof, and that there is now due the plaintiff thereon, from the defendant, forty dollars, with interest thereon from the 1st day of Jan'y, 1874.

3rd. And for a further and separate cause of action, that the said defendant, being duly authorized by the laws of the State of Wisconsin, on or about the first day of Jan., 1873, made and executed, for value received, its negotiable coupon or interest-warrant, duly signed by the clerk of said board, of which coupon or interest-warrant the following is a copy:

$40. STATE OF WISCONSIN. $40.

The County of Wood will pay to the treasurer of the Green Bay and Lake Pepin Railway Company, or to the bearer hereof, on the first day of Jan'y, 1874, at the Bank of North America, in the city and State of New York, forty dollars, being the semi-annual interest to that day on the bond of said county No. 131, issued in payment for stock of said company.

L. P. POWERS,
Clerk of the County Board of Supervisors.

That said coupon or interest-warrant was, on or about said first day of Jan'y, 1873, delivered to the said payee therein named; that the plaintiff is now the lawful holder, owner, and bearer thereof; that the said defendant has not paid the same or any part thereof, and that there is now due the plaintiff thereon, from the defendant, forty dollars, with interest thereon from the 1st day of Jan'y, 1874.

4th. And for a further and separate cause of action, that the said defendant, being duly authorized by the laws of the State of Wisconsin, on or about the first day of Jan., 1873, made and executed, for value received, its negotiable coupon or interest-warrant, duly signed by the clerk of said board, of which coupon or interest-warrant the following is a copy:

$40. STATE OF WISCONSIN. $40.

The County of Wood will pay to the treasurer of the Green Bay &

Lake Pepin Railway Company, or to the bearer hereof, on the first day of Jan., 1874, at the Bank of North America, in the city and State of New York, forty dollars, being the semi-annual interest to that day on the bond of said county No. 130, issued in payment for stock of said company.

L. P. POWERS,
Clerk of the County Board of Supervisors.

That said coupon or interest-warrant was, on or about said first day of Jan'y, 1873, delivered to the said payee therein named; that the plaintiff is now the lawful holder, owner, and bearer thereof; that the said defendant has not paid the same or any part thereof, and that there is now due the plaintiff thereon, from the defendant, forty dollars, with interest thereon from the 1st day of Jan'y, 1874.

5th. And for a further and separate cause of action, that the said defendant, being duly authorized by the laws of the State of Wisconsin, on or about the first day of Jan., 1873, made and executed, for value received, its negotiable coupon or interest-warrant, duly signed by the clerk of said board, of which coupon or interest-warrant the following is a copy:

$40. STATE OF WISCONSIN. $40.

The County of Wood will pay the treasurer of the Green Bay & Lake Pepin Railway Company, or to the bearer hereof, on the first day of Jan'y, 1874, at the Bank of North America, in the city and State of New York, forty dollars, being the semi-annual interest to that day on the bond of said county No. 150, issued in payment for stock of said company.

L. P. POWERS,
Clerk of the County Board of Supervisors.

That said coupon or interest-warrant was, on or about said first day of Jan'y, 1873, delivered to the said payee therein named; that the plaintiff is now the lawful holder, owner, and bearer thereof; that the said defendant has not paid the same or any part thereof, and that there is now due the plaintiff thereon, from the defendant, forty dollars, with interest thereon from the 1st day of Jan'y, 1874.

6th. And for a further and separate cause of action, that the said defendant, being duly authorized by the laws of the State of Wisconsin, on or about the first day of Jan., 1873, made and executed, for value received, its negotiable coupon or interest-warrant, duly signed by the clerk of said board, of which coupon or interest-warrant the following is a copy:

$40. STATE OF WISCONSIN. $40.

The County of Wood will pay to the treasurer of the Green Bay & Lake Pepin Railway Company, or to the bearer hereof, on the first day of Jan'y, 1874, at the Bank of North America, in the city and State of New York, forty dollars, being the semi-annual interest to that day on the bond of said county No. 149, issued in payment for stock of said company.

L. P. POWERS,
Clerk of the County Board of Supervisors.

That said coupon or interest-warrant was, on or about said first day of Jan'y, 1873, delivered to the said payee therein named; that the plaintiff is now the lawful holder, owner, and bearer thereof; that the said defendant has not paid the same or any part thereof, and that there is now due the plaintiff thereon, from the defendant, forty dollars, with interest thereon from the 1st day of Jan'y, 1874.

7th. And for a further and separate cause of action, that the said defendant, being duly authorized by the laws of the State of Wisconsin, on or about the first day of Jan., 1873, made and executed, for value received, its negotiable coupon or interest-warrant, duly signed by the clerk of said board, of which coupon or interest-warrant the following is a copy:

$40. STATE OF WISCONSIN. $40.

The County of Wood will pay to the treasurer of the Green Bay & Lake Pepin Railway Company, or to the bearer hereof, on the first day of Jan'y, 1874, at the Bank of North America, in the city and State of New York, forty dollars, being the semi-annual interest to that day on the bond of said county No. 132, issued in payment for stock of said company.

L. P. POWERS,
Clerk of the County Board of Supervisors.

That said coupon or interest-warrant was, on or about said first day of Jan'y, 1873, delivered to the said payee therein named; that the plaintiff is now the lawful holder, owner, and bearer thereof; that the said defendant has not paid the same or any part thereof, and that there is now due the plaintiff thereon, from the defendant, forty dollars, with interest thereon from the 1st day of Jan'y, 1874.

8th. And for a further and separate cause of action, that the said defendant, being duly authorized by the laws of the State of Wisconsin, on or about the first day of Jan., 1873, made and executed, for value received, its negotiable coupon or interest-warrant, duly signed by the clerk of said board, of which coupon or interest-warrant the following is a copy:

$40. STATE OF WISCONSIN. $40.

The County of Wood will pay to the treasurer of the Green Bay & Lake Pepin Railway Company, or to the bearer hereof, on the first day of Jan'y, 1874, at the Bank of North America, in the city and State of New York, forty dollars, being the semi-annual interest to that day on the bond of said county No. 139, issued in payment for stock of said company.

L. P. POWERS,
Clerk of the County Board of Supervisors.

That said coupon or interest-warrant was, on or about said first day of Jan., 1873, delivered to the said payee therein named; that the plaintiff is now the lawful holder, owner, and bearer thereof; that the said defendant has not paid the same or any part thereof, and that there is now due the plaintiff thereon, from the defendant, forty dollars, with interest thereon from the 1st day of Jan'y, 1874.

9th. And for a further and separate cause of action, that the said defendant, being duly authorized by the laws of the State of Wisconsin, on or about the first day of Jan., 1873, made and executed, for value received, its negotiable coupon or interest-warrant, duly signed by the clerk of said board, of which coupon or interest-warrant the following is a copy:

$40. STATE OF WISCONSIN. $40.

The County of Wood will pay to the treasurer of the Green Bay & Lake Pepin Railway Company, or to the bearer hereof, on the first day of Jan'y, 1874, at the Bank of North America, in the city and State of New York, forty dollars, being the semi-annual interest to that day on the bond of said county No. 108, issued in payment for stock of said company.

L. P. POWERS,
Clerk of the County Board of Supervisors.

That said coupon or interest-warrant was, on or about said first day of Jan'y, 1873, delivered to the said payee therein named; that the plaintiff is now the lawful holder, owner, and bearer thereof; that the said defendant has not paid the same or any part thereof, and that there is now due the plaintiff thereon, from the defendant, forty dollars, with interest thereon from the 1st day of Jan'y, 1874.

10th. And for a further and separate cause of action, that the said defendant, being duly authorized by the laws of the State of Wisconsin, on or about the first day of Jan., 1873, made and executed, for value received, its negotiable coupon or interest-warrant, duly signed by the clerk of said board, of which coupon or interest-warrant the following is a copy:

$40. STATE OF WISCONSIN. $40.

The County of Wood will pay to the treasurer of the Green Bay & Lake Pepin Railway Company, or to the bearer hereof, on the first day of Jan'y, 1874, at the Bank of North America, in the city and State of New York, forty dollars, being the semi-annual interest to that day on the bond of said county No. 107, issued in payment for stock of said company.

L. P. POWERS,
Clerk of the County Board of Supervisors.

That said coupon or interest-warrant was, on or about said first day of Jan., 1873, delivered to the said payee therein named; that the plaintiff is now the lawful holder, owner, and bearer thereof; that the said defendant has not paid the same, or any part thereof, and that there is now due the plaintiff thereon, from the defendant, forty dollars, with interest thereon from the 1st day of Jan'y, 1874.

11th. And for a further and separate cause of action, that the said defendant, being duly authorized by the laws of the State of Wisconsin, on or about the first day of Jan., 1873, made and executed, for value received, its negotiable coupon or interest-warrant, duly signed by the clerk of said board, of which coupon or interest-warrant the following is a copy:

$40. STATE OF WISCONSIN. $40.

The County of Wood will pay to the treasurer of the Green Bay & Lake Pepin Railway Company, or to the bearer hereof, on the first day of Jan'y, 1874, at the Bank of North America, in the city and State of New York, forty dollars, being the semi-annual interest to that day on the bond of said county No. 106, issued in payment for stock of said company.

L. P. POWERS,
Clerk of the County Board of Supervisors.

That said coupon or interest-warrant was, on or about said first day of Jan'y, 1873, delivered to the said payee therein named; that the plaintiff is now the lawful holder, owner, and bearer thereof; that the said defendant has not paid the same or any part thereof, and that there is now due the plaintiff thereon, from the defendant, forty dollars, with interest thereon from the 1st day of Jan'y, 1874.

12th. And for a further and separate cause of action, that the said defendant, being duly authorized by the laws of the State of Wisconsin, on or about the first day of Jan., 1873, made and executed, for value received, its negotiable coupon or interest-warrant, duly signed by the clerk of said board, of which coupon or interest-warrant the following is a copy:

$40. STATE OF WISCONSIN. $40.

The County of Wood will pay to the treasurer of the Green Bay and Lake Pepin Railway Company, or to the bearer hereof, on the first day of Jan'y, 1874, at the Bank of North America, in the city and State of New York, forty dollars, being the semi-annual interest to that day on the bond of said county No. 109, issued in payment for stock of said company.

L. P. POWERS,
Clerk of the County Board of Supervisors.

That said coupon or interest-warrant was, on or about said first day of Jan'y, 1873, delivered to the said payee therein named; that the plaintiff is now the lawful holder, owner, and bearer thereof; that the said defendant has not paid the same or any part thereof, and that there is now due the plaintiff thereon, from the defendant, forty dollars, with interest from the 1st day of Jan'y, 1874.

13th. And for a further and separate cause of action, that the said defendant, being duly authorized by the laws of the State of Wisconsin, on or about the first day of Jan., 1873, made and executed, for value received, its negotiable coupon or interest-warrant, duly signed by the clerk of said board, of which coupon or interest-warrant the following is a copy:

$40. STATE OF WISCONSIN. $40.

The County of Wood will pay to the treasurer of the Green Bay & Lake Pepin Railway Company, or to the bearer hereof, on the first day of Jan'y, 1874, at the Bank of North America, in the city and State of

New York, forty dollars, being the semi-annual interest to that day on the bond of said county No. 146, issued in payment for stock of said company.

L. P. POWERS,
Clerk of the County Board of Supervisors.

That said coupon or interest-warrant was, on or about said first day of Jan'y, 1873, delivered to the said payee therein named; that the plaintiff is now the lawful holder, owner, and bearer thereof; that the said defendant has not paid the same or any part thereof, and that there is now due the plaintiff thereon, from the defendant, forty dollars, with interest thereon from the 1st day of Jan'y, 1874.

14th. And for a further and separate cause of action, that the said defendant, being duly authorized by the laws of the State of Wisconsin, on or about the first day of Jan., 1873, made and executed, for value received, its negotiable coupon or interest-warrant, duly signed by the clerk of said board, of which coupon or interest-warrant the following is a copy:

$40. STATE OF WISCONSIN. $40.

The County of Wood will pay the treasurer of the Green Bay & Lake Pepin Railway Company, or to the bearer hereof, on the first day of Jan'y, 1874, at the Bank of North America, in the city and State of New York, forty dollars, being the semi-annual interest to that day on the bond of said county No. 145, issued in payment for stock of said company.

L. P. POWERS,
Clerk of the County Board of Supervisors.

That said coupon or interest-warrant was, on or about said first day of Jan'y, 1873, delivered to the said payee therein named; that the plaintiff is now the lawful holder, owner, and bearer thereof; that the said defendant has not paid the same or any part thereof, and that there is now due the plaintiff thereon, from the defendant, forty dollars, with interest thereon from the 1st day of Jan'y, 1874.

15th. And for a further and separate cause of action, that the said defendant, being duly authorized by the laws of the State of Wisconsin, on or about the first day of Jan., 1873, made and executed, for value received, its negotiable coupon or interest-warrant, duly signed by the clerk of said board, of which coupon or interest-warrant the following is a copy:

$40. STATE OF WISCONSIN. $40.

The County of Wood will pay to the treasurer of the Green Bay & Lake Pepin Railway Company, or to the bearer hereof, on the first day of Jan'y, 1874, at the Bank of North America, in the city and State of New York, forty dollars, being the semi-annual interest to that day on the bond of said county No. 144, issued in payment for stock of said company.

L. P. POWERS,
Clerk of the County Board of Supervisors.

That said coupon or interest-warrant was, on or about said first day of Jan'y, 1873, delivered to the said payee therein named; that the plaintiff is now the lawful holder, owner, and bearer thereof; that the said defendant has not paid the same or any part thereof, and that there is now due the plaintiff thereon, from the defendant, forty dollars, with interest thereon from the 1st day of Jan'y, 1874.

16th. And for a further and separate cause of action, that the said defendant, being duly authorized by the laws of the State of Wisconsin, on or about the first day of Jan., 1873, made and executed, for value received, its negotiable coupon or interest-warrant, duly signed by the clerk of said board, of which coupon or interest-warrant the following is a copy:

$40. STATE OF WISCONSIN. $40.

The County of Wood will pay to the treasurer of the Green Bay & Lake Pepin Railway Company, or to the bearer hereof, on the first day of Jan'y, 1874, at the Bank of North America, in the city and State of New York, forty dollars, being the semi-annual interest to that day on the bond of said county No. 138, issued in payment for stock of said company.

L. P. POWERS,
Clerk of the County Board of Supervisors.

That said coupon or interest-warrant was, on or about said first day of Jan'y, 1873, delivered to the said payee therein named; that the plaintiff is now the lawful holder, owner, and bearer thereof; that the said defendant has not paid the same or any part thereof, and that there is now due the plaintiff thereon, from the defendant, forty dollars, with interest thereon from the 1st day of Jan'y, 1874.

17th. And for a further and separate cause of action, that the said defendant, being duly authorized by the laws of the State of Wisconsin, on or about the first day of Jan., 1873, made and executed, for value received, its negotiable coupon or interest-warrant, duly signed by the clerk of said board, of which coupon or interest-warrant the following is a copy:

$40. STATE OF WISCONSIN. $40.

The County of Wood will pay to the treasurer of the Green Bay & Lake Pepin Railway Company, or to the bearer hereof, on the first day of Jan'y, 1874, at the Bank of North America, in the city and State of New York, forty dollars, being the semi-annual interest to that day on the bond of said county No. 135, issued in payment for stock of said company.

L. P. POWERS,
Clerk of the County Board of Supervisors.

That said coupon or interest-warrant was, on or about said first day of Jan'y, 1873, delivered to the said payee therein named; that the plaintiff is now the lawful holder, owner, and bearer thereof; that the said defendant has not paid the same or any part thereof, and that there is now due the plaintiff thereon, from the defendant, forty dollars, with interest thereon from the 1st day of Jan'y, 1874.

18th. And for a further and separate cause of action, that the said defendant, being duly authorized by the laws of the State of Wisconsin, on or about the first day of Jan., 1873, made and executed, for value received, its negotiable coupon or interest-warrant, duly signed by the clerk of said board, of which coupon or interest-warrant the following is a copy:

$40. STATE OF WISCONSIN. $40.

The County of Wood will pay to the treasurer of the Green Bay & Lake Pepin Railway Company, or to the bearer hereof, on the first day of Jan'y, 1874, at the Bank of North America, in the city and State of New York, forty dollars, being the semi-annual interest to that day on the bond of said county No. 125, issued in payment for stock of said company.

L. P. POWERS,
Clerk of the County Board of Supervisors.

That said coupon or interest-warrant was, on or about said first day of Jan'y, 1873, delivered to the said payee therein named; that the plaintiff is now the lawful holder, owner, and bearer thereof; that the said defendant has not paid the same or any part thereof, and that there is now due the plaintiff thereon, from the defendant, forty dollars, with interest thereon from the 1st day of Jan'y, 1874.

11 19th. And for a further and separate cause of action, that the said defendant, being duly authorized by the laws of the State of Wisconsin, on or about the first day of Jan., 1873, made and executed, for value received, its negotiable coupon or interest-warrant, duly signed by the clerk of said board, of which coupon or interest-warrant the following is a copy:

$40. STATE OF WISCONSIN. $40.

The County of Wood will pay to the treasurer of the Green Bay & Lake Pepin Railway Company, or to the bearer hereof, on the first day of Jan'y, 1874, at the Bank of North America, in the city and State of New York, forty dollars, being the semi-annual interest to that day on the bond of said county No. 137, issued in payment for stock of said company.

L. P. POWERS,
Clerk of the County Board of Supervisors.

That said coupon or interest-warrant was, on or about said first day of Jan'y, 1873, delivered to the said payee therein named; that the plaintiff is now the lawful holder, owner, and bearer thereof; that the said defendant has not paid the same or any part thereof, and that there is now due the plaintiff thereon, from the defendant, forty dollars, with interest thereon from the 1st day of Jan'y, 1874.

20th. And for a further and separate cause of action, that the said defendant being duly authorized, by the laws of the State of Wisconsin, on or about the first day of Jan., 1873, made and executed, for value received, its negotiable coupon or interest-warrant, duly signed by the clerk of said board, of which coupon or interest-warrant the following is a copy:

$40. STATE OF WISCONSIN. $40.

The County of Wood will pay to the treasurer of the Green Bay & Lake Pepin Railway Company, or to the bearer hereof, on the first day of Jan'y, 1874, at the Bank of North America, in the city and State of New York, forty dollars, being the semi-annual interest to that day on the bond of said county No. 136, issued in payment for stock of said company.

L. P. POWERS,
Clerk of the County Board of Supervisors.

That said coupon or interest-warrant was, on or about said first day of Jan'y, 1873, delivered to the said payee therein named; that the plaintiff is now the lawful holder, owner, and bearer thereof; that the said defendant has not paid the same or any part thereof, and that there is now due the plaintiff thereon, from the defendant, forty dollars, with interest thereon from the 1st day of Jan'y, 1874.

21st. And for a further and separate cause of action, that the said defendant, being duly authorized by the laws of the State of Wisconsin, on or about the first day of Jan., 1873, made and executed, for value received, its negotiable coupon or interest-warrant, duly signed by the clerk of said board, of which coupon or interest-warrant the following is a copy:

$40. STATE OF WISCONSIN. $40.

The County of Wood will pay to the treasurer of the Green Bay and Lake Pepin Railway Company, or to the bearer hereof, on the first day of Jan'y, 1874, at the Bank of North America, in the city and State of New York, forty dollars, being the semi-annual interest to that day on the bond of said county No. 119, issued in payment for stock of said company.

L. P. POWERS,
Clerk of the County Board of Supervisors.

That said coupon or interest-warrant was, on or about said first day of Jan'y, 1873, delivered to the said payee therein named; that the plaintiff is now the lawful holder, owner, and bearer thereof; that the said defendant has not paid the same or any part thereof, and that there is now due the plaintiff thereon, from the defendant, forty dollars, with interest thereon from the 1st day of Jan'y, 1874.

22d. And for a further and separate cause of action, that the said defendant, being duly authorized by the laws of the State of Wisconsin, on or about the first day of Jan., 1873, made and executed, for value received, its negotiable coupon or interest-warrant, duly signed by the clerk of said board, of which coupon or interest-warrant the following is a copy:

$40. STATE OF WISCONSIN. $40.

The County of Wood will pay to the treasurer of the Green Bay & Lake Pepin Railway Company, or to the bearer hereof, on the first day of Jan'y, 1874, at the Bank of North America, in the city and State of New York, forty dollars, being the semi-annual interest to that day on

the bond of said county No. 124, issued in payment for stock of said company.

L. P. POWERS,
Clerk of the County Board of Supervisors.

That said coupon or interest-warrant was, or or about said first day of Jan'y, 1873, delivered to the said payee therein named; that the plaintiff is now the lawful holder, owner, and bearer thereof; that the said defendant has not paid the same or any part thereof, and that there is now due the plaintiff thereon, from the defendant, forty dollars, with interest thereon from the 1st day of Jan'y, 1874.

23d. And for a further and separate cause of action, that the said defendant, being duly authorized, by the laws of the State of Wisconsin, on or about the first day of Jan., 1873, made and executed, for value received, its negotiable coupon or interest-warrant, duly signed by the clerk of said board, of which coupon or interest-warrant the following is a copy:

$40. STATE OF WISCONSIN. $40.

The County of Wood will pay the treasurer of the Green Bay & Lake Pepin Railway Company, or to the bearer hereof, on the first day of Jan'y, 1874, at the Bank of North America, in the city and State of New York, forty dollars, being the semi-annual interest to that day on the bond of said county No. 110, issued in payment for stock of said company.

L. P. POWERS,
Clerk of the County Board of Supervisors.

That said coupon or interest-warrant was, on or about said first day of Jan'y, 1873, delivered to the said payee therein named; that the plaintiff is now the lawful holder, *o*wner, and bearer thereof; that the said defendant has not paid the same or any part thereof, and that there is now due the plaintiff thereon, from the defendant, forty dollars, with interest thereon from the 1st day of Jan'y, 1874.

24th. And for a further and separate cause of action, that the said defendant, being duly authorized by the laws of the State of Wisconsin, on or about the first day of Jan., 1873, made and executed, for value receive*u*, its negotiable coupon or interest-warrant, duly signed by the clerk of said board, of which coupon or interest-warrant the following is a copy:

$40. STATE OF WISCONSIN. $40.

The County of Wood will pay to the treasurer of the Green Bay & Lake Pepin Railway Company, or to the bearer hereof, *a*n the first day of Jan'y, 1874, at the Bank of North America, in the city and State of New York, forty dollars, being the semi-annual interest to that day on the bond of said county No. 111, issued in payment for stock of said company.

L. P. POWERS,
Clerk of the County Board of Supervisors.

That said coupon or interest-warrant was, on or about said first day

of Jan'y, 1873, delivered to the said payee therein named; that the plaintiff is now the lawful holder, owner, and bearer thereof; that the said defendant has not paid the same or any part thereof, and that there is now due the plaintiff thereon, from the defendant, forty dollars, with interest thereon from the 1st day of Jan'y, 1874.

25th. And for a further and separate cause of action, that the said defendant, being duly authorized by the laws of the State of Wisconsin, on or about the first day of Jan., 1873, made and executed, for value received, its negotiable coupon or interest-warrant, duly signed by the clerk of said board, of which coupon or interest-warrant the following is a copy:

$40. STATE OF WISCONSIN. $40.

The County of Wood will pay to the treasurer of the Green Bay & Lake Pepin Railway Company, or to the bearer hereof, on the first day of Jan'y, 1874, at the Bank of North America, in the city and State of New York, forty dollars, being the semi-annual interest to that day on the bond of said county No. 112, issued in payment for stock of said company.

L. P. POWERS,
Clerk of the County Board of Supervisors.

That said coupon or interest-warrant was, on or about said first day of Jan., 1873, delivered to the said payee therein named; that the plaintiff is now the lawful holder, owner, and bearer thereof; that the said defendant has not paid the same or any part thereof, and that there is now due the plaintiff thereon, from the defendant, forty dollars, with interest thereon from the 1st day of Jan'y, 1874.

26th. And for a further and separate cause of action, that the said defendant, being duly authorized by the laws of the State of Wisconsin, on or about the first day of Jan., 1873, made and executed, for value received, its negotiable coupon or interest-warrant, duly signed by the clerk of said board, of which coupon or interest-warrant the following is a copy:

$40. STATE OF WISCONSIN. $40.

The County of Wood will pay to the treasurer of the Green Bay & Lake Pepin Railway Company, or to the bearer hereof, on the first day of Jan'y, 1874, at the Bank of North America, in the city and State of New York, forty dollars, being the semi-annual interest to that day on the bond of said county No. 120, issued in payment for stock of said company.

L. P. POWERS,
Clerk of the County Board of Supervisors.

That said coupon or interest-warrant was, on or about said first day of Jan'y, 1873, delivered to the said payee therein named; that the plaintiff is now the lawful holder, owner, and bearer thereof; that the said defendant has not paid the same or any part thereof, and that there is now due the plaintiff thereon, from the defendant, forty dollars, with interest thereon from the 1st day of Jan'y, 1874.

27th. And for a further and separate cause of action, that the said defendant, being duly authorized by the laws of the State of Wisconsin, on or about the first day of Jan., 1873, made and executed, for value received, its negotiable coupon or interest-warrant, duly signed by the clerk of said board, of which coupon or interest-warrant the following is a copy:

$40. STATE OF WISCONSIN. $40.

The County of Wood will pay to the treasurer of the Green Bay & Lake Pepin Railway Company, or to the bearer hereof, on the first day of Jan'y, 1874, at the Bank of North America, in the city and State of New York, forty dollars, being the semi-annual interest to that day on the bond of said county No. 121, issued in payment for stock of said company.

L. P. POWERS,
Clerk of the County Board of Supervisors.

That said coupon or interest-warrant was, on or about said first day of Jan'y, 1873, delivered to the said payee therein named; that the plaintiff is now the lawful holder, owner, and bearer thereof; that the said defendant has not paid the same or any part thereof, and that there is now due the plaintiff thereon, from the defendant, forty dollars, with interest thereon from the 1st day of Jan'y, 1874.

12 28th. And for a further and separate cause of action, that the said defendant, being duly authorized by the laws of the State of Wisconsin, on or about the first day of Jan., 1873, made and executed, for value received, its negotiable coupon or interest-warrant, duly signed by the clerk of said board, of which coupon or interest-warrant the following is a copy:

$40. STATE OF WISCONSIN. $40.

The County of Wood will pay to the treasurer of the Green Bay & Lake Pepin Railway Company, or to the bearer hereof, on the first day Jan'y, 1874, at the Bank of North America, in the city and State of New York, forty dollars, being the semi-annual interest to that day on the bond of said county No. 122, issued in payment for stock of said company.

L. P. POWERS,
Clerk of the County Board of Supervisors.

That said coupon or interest-warrant was, on or about said first day of Jan'y, 1873, delivered to the said payee therein named; that the plaintiff is now the lawful holder, owner, and bearer thereof; that the said defendant has not paid the same or any part thereof, and that there is now due the plaintiff thereon, from the defendant, forty dollars, with interest thereon from the 1st day of Jan'y, 1874.

29th. And for a further and separate cause of action, that the said defendant, being duly authorized by the laws of the State of Wisconsin, on or about the first day of Jan., 1873, made and executed, for value received, its negotiable coupon or interest-warrant, duly signed by the clerk of said board, of which coupon or interest-warrant the following is a copy:

$40. STATE OF WISCONSIN. $40.

The County of Wood will pay to the treasurer of the Green Bay & Lake Pepin Railway Company, or to the bearer hereof, on the first day of Jan'y, 1874, at the Bank of North America, in the city and State of New York, forty dollars, being the semi-annual interest to that day on the bond of said county No. 123, issued in payment for stock of said company.

L. P. POWERS,
Clerk of the County Board of Supervisors.

That said coupon or interest-warrant was, on or about said first day of Jan'y, 1873, delivered to the said payee therein named; that the plaintiff is now the lawful holder, owner, and bearer thereof; that the said defendant has not paid the same or any part thereof, and that there is now due the plaintiff thereon, from the defendant, forty dollars, with interest thereon from the 1st day Jan'y, 1874.

30th. And for a further and separate cause of action, that the said defendant, being duly authorized by the laws of the State of Wisconsin, on or about the first day of Jan., 1873, made and executed, for value received, its negotiable coupon or interest-warrant, duly signed by the clerk of said board, of which coupon or interest-warrant the following is a copy:

$40. STATE OF WISCONSIN. $40

The County of Wood will pay to the treasurer of the Green Bay & Lake Pepin Railway Company, or to the bearer hereof, on the first day of Jan'y, 1874, at the Bank of North America, in the city and State of New York, forty dollars, being the semi-annual interest to that day on the bond of said county No. 113, issued in payment for stock of said company.

L. P. POWERS,
Clerk of the County Board of Supervisors.

That said coupon or interest-warrant was, on or about said first day of Jan'y, 1873, delivered to the said payee therein named; that the plaintiff is now the lawful holder, owner, and bearer thereof; that the said defendant has not paid the same or any part thereof, and that there is now due the plaintiff thereon, from the defendant, forty dollars, with interest thereon from the 1st day of Jan'y, 1874.

31st. And for a further and separate cause of action, that the said defendant, being duly authorized by the laws of the State of Wisconsin, on or about the first day of Jan., 1873, made and executed, for value received, its negotiable coupon or interest-warrant, duly signed by the clerk of said board, of which coupon or interest-warrant the following is a copy:

$40. STATE OF WISCONSIN. $40.

The County of Wood will pay to the treasurer of the Green Bay & Lake Pepin Railway Company, or to the bearer hereof, on the first day of Jan'y, 1874, at the Bank of North America, in the city and State of New York, forty dollars, being the semi-annual interest to that day on

the bond of said county No. 133, issued in payment for stock of said company.

L. P. POWERS,
Clerk of the County Board of Supervisors.

That said coupon or interest-warrant was, on or about said first day of Jan'y, 1873, delivered to the said payee therein named; that the plaintiff is now the lawful holder, owner, and bearer thereof; that the said defendant has not paid the same or any part thereof, and that there is now due the plaintiff thereon, from the defendant, forty dollars, with interest thereon from the 1st day of Jan'y, 1874.

32nd. And for a further and separate cause of action, that the said defendant, being duly authorized by the laws of the State of Wisconsin, on or about the first day of Jan., 1873, made and executed, for value received, its negotiable coupon or interest-warrant, duly signed by the clerk of said board, of which coupon or interest-warrant the following is a copy:

$40. STATE OF WISCONSIN. $40.

The County of Wood will pay to the treasurer of the Green Bay & Lake Pepin Railway Company, or to the bearer hereof, on the first day of Jan., 1874, at the Bank of North America, in the city and State of New York, forty dollars, being the semi-annual interest to that day on the bond of said county No. 134, issued in payment for stock of said company.

L. P. POWERS,
Clerk of the County Board of Supervisors.

The said coupon or interest-warrant was, on or about said first day of Jan., 1873, delivered to the said payee therein named; that the plaintiff is now the lawful holder, *o*wner, and bearer thereof; that the said defendant has not paid the same or any part thereof, and that there is now due the plaintiff thereon, from the defendant, forty dollars, with interest thereon from the 1st day of Jan., 1874.

33d. And for a further and separate cause of action, that the said defendant, being duly authorized by the laws of the State of Wisconsin, on or about the first day of Jan., 1873, made and executed, for value receive*u*, its negotiable coupon or interest-warrant, duly signed by the clerk of said board, of which coupon or interest-warrant the following is a copy:

$40. STATE OF WISCONSIN. $40

The County of Wood will pay to the treasurer of the Green Bay & Lake Pepin Railway Company, or to the bearer hereof, *a*n the first day of Jan'y, 1874, at the Bank of North America, in the city and State of New York, forty dollars, being the semi-annual interest to that day on the bond of said county No. 101, issued in payment for stock of said company.

L. P. POWERS,
Clerk of the County Board of Supervisors.

That said coupon or interest-warrant was, on or about said first day

of Jan'y, 1873, delivered to the said payee therein named; that the plaintiff is now the lawful holder, owner, and bearer thereof; that the said defendant has not paid the same or any part thereof, and that there is now due the plaintiff thereon, from the defendant, forty dollars, with interest thereon from the 1st day of Jan'y, 1874.

34th. And for a further and separate cause of action, that the said defendant, being duly authorized by the laws of the State of Wisconsin, on or about the first day of Jan., 1873, made and executed, for value received, its negotiable coupon or interest-warrant, duly signed by the clerk of said board, of which coupon or interest-warrant the following is a copy:

$40. STATE OF WISCONSIN. $40.

The County of Wood will pay to the treasurer of the Green Bay & Lake Pepin Railway Company, or to the bearer hereof, on the first day of Jan'y, 1874, at the Bank of North America, in the city and State of New York, forty dollars, being the semi-annual interest to that day on the bond of sa county No. 118, issued in payment for stock of said company.

L. P. POWERS,
Clerk of the County Board of Supervisors.

That said coupon or interest-warrant was, on or about said first day of Jan'y, 1873, delivered to the said payee therein named; that the plaintiff is now the lawful holder, owner, and bearer thereof; that the said defendant has not paid the same or any part thereof, and that there is now due the plaintiff thereon, from the defendant, forty dollars, with interest thereon from the 1st day of Jan'y, 1874.

35th. And for a further and separate cause of action, that the said defendant, being duly authorized by the laws of the State of Wisconsin, on or about the first day of Jan., 1873, made and executed, for value received, its negotiable coupon or interest-warrant, duly signed by the clerk of said board, of which coupon or interest-warrant the following is a copy:

$40. STATE OF WISCONSIN. $40.

The County of Wood will pay to the treasurer of the Green Bay & Lake Pepin Railway Company, or to the bearer hereof, on the first day of Jan., 1874, at the Bank of North America, in the city and State of New York, forty dollars, being the semi-annual interest to that day on the bond of said county No. 142, issued in payment for stock of said company.

L. P. POWERS,
Clerk of the County Board of Supervisors.

That said coupon or interest-warrant was, on or about said first day of Jan'y, 1873, delivered to the said payee therein named; that the plaintiff is now the lawful holder, owner, and bearer thereof; that the said defendant has not paid the same or any part thereof, and that there is now due the plaintiff thereon, from the defendant, forty dollars, with interest thereon from the first day of Jan'y, 1874.

13 36th. And for a further and separate cause of action, that the said defendant, being duly authorized by the laws of the State of Wisconsin, on or about the first day of Jan., 1873, made and executed, for value received, its negotiable coupon or interest-warrant, duly signed by the clerk of said board, of which coupon or interest-warrant the following is a copy:

$40. STATE OF WISCONSIN. $40.

The County of Wood will pay to the treasurer of the Green Bay & Lake Pepin Railway Company, or to the bearer hereof, on the first day of Jan'y, 1874, at the Bank of North America, in the city and State of New York, forty dollars, being the semi-annual interest to that day on the bond of said county No. 116, issued in payment for stock of said company.

L. P. POWERS,
Clerk of the County Board of Supervisors.

That said coupon or interest-warrant was, on or about said first day of Jan'y, 1873, delivered to the said payee therein named; that the plaintiff is now the lawful holder, owner, and bearer thereof; that the said defendant has not paid the same or any part thereof, and that there is now due the plaintiff thereon, from the defendant, forty dollars, with interest thereon from the 1st day of Jan., 1874.

37th. And for a further and separate cause of action, that the said defendant, being duly authorized by the laws of the State of Wisconsin, on or about the first day of Jan., 1873, made and executed, for value received, its negotiable coupon or interest-warrant, duly signed by the clerk of said board, of which coupon or interest-warrant the following is a copy:

$40. STATE OF WISCONSIN. $40.

The County of Wood will pay to the treasurer of the Green Bay & Lake Pepin Railway Company, or to the bearer hereof, on the first day of Jan'y, 1874, at the Bank of North America, in the city and State of New York, forty dollars, being the semi-annual interest to that day on the bond of said county No. 126, issued in payment for stock of said company.

L. P. POWERS,
Clerk of the County Board of Supervisors.

That said coupon or interest-warrant was, on or about said first day of Jan'y, 1873, delivered to the said payee therein named; that the plaintiff is now the lawful holder, owner, and bearer thereof; that the said defendant has not paid the same or any part thereof, and that there is now due the plaintiff thereon, from the defendant, forty dollars, with interest thereon from the 1st day of Jan., 1874.

38th. And for a further and separate cause of action, that the said defendant, being duly authorized by the laws of the State of Wisconsin, on or about the first day of Jan., 1873, made and executed, for value received, its negotiable coupon or interest-warrant, duly signed by the clerk of said board, of which coupon or interest-warrant the following is a copy:

$40. STATE OF WISCONSIN: $40.

The County of Wood will pay to the treasurer of the Green Bay and Lake Pepin Railway Company, or to the bearer hereof, on the first day of Jan'y, 1874, at the Bank of North America, in the city and State of New York, forty dollars, being the semi-annual interest to that day on the bond of said county No. 127, issued in payment for stock of said company.

L. P. POWERS,
Clerk of the County Board of Supervisors.

That said coupon or interest-warrant was, on or about said first day of Jan'y, 1873, delivered to the said payee therein named; that the plaintiff is now the lawful holder, owner, and bearer thereof; that the said defendant has not paid the same or any part thereof, and that there is now due the plaintiff thereon, from the defendant, forty dollars, with interest thereon from the 1st day of Jan'y, 1874.

39th. And for a further and separate cause of action, that the said defendant, being duly authorized by the laws of the State of Wisconsin, on or about the first day of Jan., 1873, made and executed, for value received, its negotiable coupon or interest-warrant, duly signed by the clerk of said board, of which coupon or interest-warrant the following is a copy:

$40. STATE OF WISCONSIN. $40.

The County of Wood will pay to the treasurer of the Green Bay & Lake Pepin Railway Company, or to the bearer hereof, on the first day of Jan'y, 1874, at the Bank of North America, in the city and State of New York, forty dollars, being the semi-annual interest to that day on the bond of said county No. 128, issued in payment for stock of said company.

L. P. POWERS,
Clerk of the County Board of Supervisors.

That said coupon or interest-warrant was, on or about said first day of Jan'y, 1873, delivered to the said payee therein named; that the plaintiff is now the lawful holder, owner, and bearer thereof; that the said defendant has not paid the same or any part thereof, and that there is now due the plaintiff thereon, from the defendant, forty dollars, with interest thereon from the 1st day of Jan'y, 1874.

40th. And for a further and separate cause of action, that the said defendant, being duly authorized by the laws of the State of Wisconsin, on or about the first day of Jan., 1873, made and executed, for value received, its negotiable coupon or interest-warrant, duly signed by the clerk of said board, of which coupon or interest-warrant the following is a copy:

$40. STATE OF WISCONSIN. $40.

The County of Wood will pay the treasurer of the Green Bay & Lake Pepin Railway Company, or to the bearer hereof, on the first day of Jan'y, 1874, at the Bank of North America, in the city and State of New York, forty dollars, being the semi-annual interest to that day on the

bond of said county No. 129, issued in payment for stock of said company.

L. P. POWERS,
Clerk of the County Board of Supervisors.

That said coupon or interest-warrant was, on or about said first day of Jan'y, 1873, delivered to the said payee therein named; that the plaintiff is now the lawful holder, owner, and bearer thereof; that the said defendant has not paid the same or any part thereof, and that there is now due the plaintiff thereon, from the defendant, forty dollars, with interest thereon from the 1st day of Jan'y, 1874.

41st. And for a further and separate cause of action, that the said defendant, being duly authorized by the laws of the State of Wisconsin, on or about the first day of Jan., 1873, made and executed, for value received, its negotiable coupon or interest-warrant, duly signed by the clerk of said board, of which coupon or interest-warrant the following is a copy:

$40. STATE OF WISCONSIN. $40.

The County of Wood will pay to the treasurer of the Green Bay & Lake Pepin Railway Company, or to the bearer hereof, on the first day of Jan'y, 1874, at the Bank of North America, in the city and State of New York, forty dollars, being the semi-annual interest to that day on the bond of said county No. 140, issued in payment for stock of said company.

L. P. POWERS,
Clerk of the County Board of Supervisors.

That said coupon or interest-warrant was, on or about said first day of Jan'y, 1873, delivered to the said payee therein named; that the plaintiff is now the lawful owner, holder, and bearer thereof; that the said defendant has not paid the same or any part thereof, and that there is now due the plaintiff thereon, from the defendant, forty dollars, with interest thereon from the 1st day of Jan'y, 1874.

42d. And for a further and separate cause of action, that the said defendant, being duly authorized by the laws of the State of Wisconsin, on or about the first day of Jan., 1873, made and executed, for value received, its negotiable coupon or interrest-warrant, duly signed by the clerk of said board, of which coupon or interest-warrant the following is a copy:

$40. STATE OF WISCONSIN. $40.

The County of Wood will pay to the treasurer of the Green Bay & Lake Pepin Railway Company, or to the bearer hereof, on the first day of Jan'y, 1874, at the Bank of North America, in the city and State of New York, forty dollars, being the semi-annual interest to that day on the bond of said county No. 141, issued in payment for stock of said company.

L. P. POWERS,
Clerk of the County Board of Supervisors.

That said coupon or interest-warrant was, on or about said first day

of Jan., 1873, delivered to the said payee therein named; that the plaintiff is now the lawful holder, owner, and bearer thereof; that the said defendant has not paid the same or any part thereof, and that there is now due the plaintiff thereon, from the defendant, forty dollars, with interest thereon from the 1st day of Jan'y, 1874.

43d. And for a further and separate cause of action, that the said defendant, being duly authorized by the laws of the State of Wisconsin, on or about the first day of Jan., 1873, made and executed for value received, its negotiable coupon or interest-warrant, duly signed by the clerk of said board, of which coupon or interest-warrant the following is a copy:

$40. STATE OF WISCONSIN. $40.

The County of Wood will pay to the treasurer of the Green Bay & Lake Pepin Railway Company, or to the bearer thereof, on the first day of Jan'y, 1874, at the Bank of North America, in the city and State of New York, forty dollars, being the semi-annual interest to that day on the bond of said county No. 143, issued in payment for stock of said company.

L. P. POWERS,
Clerk of the County Board of Supervisors.

That said coupon or interest-warrant was, on or about said first day of Jan'y, 1873, delivered to the said payee therein named; that the plaintiff is now the lawful holder, owner, and bearer thereof; that the said defendant has not paid the same or any part thereof, and that there is now due the plaintiff thereon, from the defendant, forty dollars, with interest thereon from the 1st day of Jany., 1874.

44th. And for a further and separate cause of action, that the said defendant, being duly authorized by the laws of the State of Wisconsin, on or about the first day of Jan., 1873, made and executed for value received, its negotiable coupon or interest-warrant, duly signed by the clerk of said board, of which coupon or interest-warrant the following is a copy:

$40. STATE OF WISCONSIN. $40.

The County of Wood will pay to the treasurer of the Green Bay & Lake Pepin Railway Company, or to the bearer hereof, on the first day of Jan'y, 1874, at the Bank of North America, in the city and State of New York, forty dollars, being the semi-annual interest to that day on the bond of said county No. 105, issued in payment for stock of said company.

L. P. POWERS,
Clerk of the County Board of Supervisors.

That said coupon or interest-warrant was, on or about said first day of Jan'y, 1873, delivered to the said payee therein named; that the plaintiff is now the lawful holder, owner, and bearer thereof; that the said defendant has not paid the same or any part thereof, and that there is now due the plaintiff thereon, from the defendant, forty dollars, with interest thereon from the 1st day of Jan'y, 1874.

14 45th. And for a further and separate cause of action, that the said defendant, being duly authorized by the laws of the State of Wisconsin, on or about the first day of Jan., 1873, made and executed for value received, its negotiable coupon or interest-warrant, duly signed by the clerk of said board, of which coupon or interest-warrant the following is a copy:

$40. STATE OF WISCONSIN. $40.

The County of Wood will pay to the treasurer of the Green Bay & Lake Pepin Railway Company, or to the bearer hereof, on the first day of Jan'y, 1874, at the Bank of North America, in the city and State of New York, forty dollars, being the semi-annual interest to that day on the bond of said county No. 104, issued in payment for stock of said company.

L. P. POWERS,
Clerk of the County Board of Supervisors.

That said coupon or interest-warrant was, on or about said first day of Jan., 1873, delivered to the said payee therein named; that the plaintiff is now the lawful holder, owner, and bearer thereof; that the said defendant has not paid the same or any part thereof, and that there is now due the plaintiff thereon, from the defendant, forty dollars, with interest thereon from the 1st day of Jan'y, 1874.

46th. And for a further and separate cause of action, that the said defendant, being duly authorized by the laws of the State of Wisconsin, on or about the first day of Jan., 1873, made and executed for value received, its negotiable coupon or interest-warrant, duly signed by the clerk of said board, of which coupon or interest-warrant the following is a copy:

$40. STATE OF WISCONSIN. $40.

The County of Wood will pay to the treasurer of the Green Bay & Lake Pepin Railway Company, or to the bearer hereof, on the first day of Jan'y, 1874, at the Bank of North America, in the city and State of New York, forty dollars, being the semi-annual interest to that day on the bond of said county No. 103, issued in payment for stock of said company.

L. P. POWERS,
Clerk of the County Board of Supervisors.

That said coupon or interest-warrant was, on or about said first day of Jan'y, 1873, delivered to the said payee therein named; that the plaintiff is now the lawful holder, owner, and bearer thereof; that the said defendant has not paid the same or any part thereof, and that there is now due the plaintiff thereon, from the defendant, forty dollars, with interest thereon from the 1st day of Jany., 1874.

47th. And for a further and separate cause of action, that the said defendant, being duly authorized by the laws of the State of Wisconsin, on or about the first day of Jan., 1873, made and executed for value received, its negotiable coupon or interest-warrant, duly signed by the clerk of said board, of which coupon or interest-warrant the following is a copy:

$40. STATE OF WISCONSIN. $40.

The County of Wood will pay to the treasurer of the Green Bay and Lake Pepin Railway Company, or to the bearer thereof, on the first day of Jan'y, 1874, at the Bank of North America, in the city and State of New York, forty dollars, being the semi-annual interest to that day on the bond of said county No. 102, issued in payment for stock of said company.

L. P. POWERS,
Clerk of the County Board of Supervisors.

That said coupon or interest-warrant was, on or about said first day of Jan'y, 1873, delivered to the said payee therein named; that the plaintiff is now the lawful holder, owner, and bearer thereof; that the said defendant has not paid the same or any part thereof, and that there is now due the plaintiff thereon, from the defendant, forty dollars, with interest thereon from the 1st day of Jan'y, 1874.

48th. And for a further and separate cause of action, that the said defendant, being duly authorized, by the laws of the State of Wisconsin, on or about the first day of Jan., 1873, made and executed for value received, its negotiable coupon or interest-warrant, duly signed by the clerk of said board, of which coupon or interest-warrant the following is a copy:

$40. STATE OF WISCONSIN. $40.

The County of Wood will pay to the treasurer of the Green Bay & Lake Pepin Railway Company, or to the bearer hereof, on the first day of Jan'y, 1874, at the Bank of North America, in the city and State of New York, forty dollars, being the semi-annual interest to that day on the bond of said county No. 114, issued in payment for stock of said company.

L. P. POWERS,
Clerk of the County Board of Supervisors.

That said coupon or interest-warrant was, on or about said first day of Jan'y, 1873, delivered to the said payee therein named; that the plaintiff is now the lawful holder, owner, and bearer thereof; that the said defendant has not paid the same or any part thereof, and that there is now due the plaintiff thereon, from the defendant, forty dollars, with interest thereon from the 1st day of Jan'y, 1874.

49th. And for a further and separate cause of action, that the said defendant, being duly authorized by the laws of the State of Wisconsin, on or about the first day of Jan., 1873, made and executed, for value received, its negotiable coupon or interest-warrant, duly signed by the clerk of said board, of which coupon or interest-warrant the following is a copy:

$40. STATE OF WISCONSIN. $40.

The County of Wood will pay the treasurer of the Green Bay & Lake Pepin Railway Company, or to the bearer hereof, on the first day of Jan'y, 1874, at the Bank of North America, in the city and State of New York, forty dollars, being the semi-annual interest to that day on the

bond of said county No. 115, issued in payment for stock of said company.

L. P. POWERS,
Clerk of the County Board of Supervisors.

That said coupon or interest-warrant was, on or about said first day of Jany., 1873, delivered to the said payee therein named; that the plaintiff is now the lawful holder, owner, and bearer thereof; that the said defendant has not paid the same or any part thereof, and that there is now due the plaintiff thereon, from the defendant, forty dollars, with interest thereon from the 1st day of Jan'y, 1874.

50th. And for a further and separate cause of action, that the said defendant, being duly authorized by the laws of the State of Wisconsin, on or about the first day of Jan., 1873, made and executed, for value receiveu, its negotiable coupon or interest-warrant, duly signed by the clerk of said board, of which coupon or interest-warrant the following is a copy:

$40. STATE OF WISCONSIN. $40.

The County of Wood will pay to the treasurer of the Green Bay & Lake Pepin Railway Company or to the bearer hereof, an the first day of Jan'y, 1874, at the Bank of North America, in the city and State of New York, forty dollars, being the semi-annual interest to that day on the bond of said county No. 117, issued in payment for stock of said company.

L. P. POWERS,
Clerk of the County Board of Supervisors.

That said coupon cr interest-warrant was, on or about said first day of Jan'y, 1873, delivered to the said payee therein named; that the plaintiff is now the lawful holder, owner, and bearer thereof; that the said defendant has not paid the same or any part thereof, and that there is now due the plaintiff thereon, from the defendant, forty dollars, with interest from the 1st eay of Jan'y, 1874.

51st. And for a further and separate cause of action, that the said defendant, being duly authorized by the laws of the State of Wisconsin, on or about the first day of Jan., 1873, made and executed, for value received, its negotiable coupon or interest-warrant, duly signed by the clerk of said board, of which coupon or interest-warrant the following is a copy:

$40. STATE OF WISCONSIN. $40.

The County of Wood will pay to the treasurer of the Green Bay & Lake Pepin Railway Company, or to the bearer hereof, on the first day of July, 1874, at the Bank of North America, in the city and State of New York, forty dollars, being the semi-annual interest to that day on the bond of said county No. 134, issued in payment for stock of said company.

L. P. POWERS,
Clerk of the County Board of Supervisors.

That said coupon or interest-warrant was, on or about said first day

of Jan'y, 1873, delivered to the said payee therein named; that the plaintiff is now the lawful holder, owner, and bearer thereof; that the said defendant has not paid the same or any part thereof, and that there is now due the plaintiff thereon, from the defendant, forty dollars, with interest thereon from the 1st day of July, 1874.

52nd. And for a further and separate cause of action, that the said defendant, being duly authorized by the laws of the State of Wisconsin, on or about the first day of Jan., 1873, made and executed, for value received, its negotiable coupon or interest-warrant, duly signed by the clerk of said board, of which coupon or interest-warrant the following is a copy:

$40. STATE OF WISCONSIN. $40.

The County of Wood will pay to the treasurer of the Green Bay & Lake Pepin Railway Company, or to the bearer hereof, on the first day of July, 1874, at the Bank of North America, in the city and State of New York, forty dollars, being the semi-annual interest to that day on the bond of said county No. 127, issued in payment for stock of said company.

L. P. POWERS,
Clerk of the County Board of Supervisors.

That said coupon or interest-warrant was, on or about said first day of Jan., 1873, delivered to the said payee therein named; that the plaintiff is now the lawful holder, owner, and bearer thereof; that the said defendant has not paid the same or any part thereof, and that there is now due the plaintiff thereon, from the defendant, forty dollars, with interest thereon from the 1st day of July, 1874.

53rd. And for a further and separate cause of action, that the said defendant, being duly authorized by the laws of the State of Wisconsin, on or about the first day of Jan., 1873, made and executed, for value received, its negotiable coupon or interest-warrant, duly signed by the clerk of said board, of which coupon or interest-warrant the following is a copy:

$40. STATE OF WISCONSIN. $40.

The County of Wood will pay to the treasurer of the Green Bay & Pepin Railway Company, or to the bearer hereof, on the first day of July, 1874, at the Bank of North America, in the city and State of New York, forty dollars, being the semi-annual interest to that day on the bond of said county No. 125, issued in payment for stock of said company.

L. P. POWERS,
Clerk of the County Board of Supervisors.

That said coupon or interest-warrant was, on or about said first day of Jan'y, 1873, delivered to the said payee therein named; that the plaintiff is now the lawful holder, owner, and bearer thereof; that the said defendant has not paid the same or any part thereof, and that there is now due the plaintiff thereon, from the defendant, forty dollars, with interest thereon from the 1st day of July, 1874.

15 54th. And for a further and separate cause of action, that the

said defendant, being duly authorized by the laws of the State of Wisconsin, on or about the first day of Jan., 1873, made and executed, for value received, its negotiable coupon or interest-warrant, duly signed by the clerk of said board, of which coupon or interest-warrant the following is a copy:

$40. STATE OF WISCONSIN. $40.

The County of Wood will pay to the treasurer of the Green Bay & Lake Pepin Railway Company, or to the bearer hereof, on the first day of July, 1874, at the Bank of North America, in the city and State of New York, forty dollars, being the semi-annual interest to that day on the bond of said county No. 129, issued in payment for stock of said company.

L. P. POWERS,
Clerk of the County Board of Supervisors.

That said coupon or interest-warrant was, on or about said first day of Jan., 1873, delivered to the said payee therein named; that the plaintiff is now the lawful holder, owner, and bearer thereof; that the said defendant has not paid the same or any part thereof, and that there is now due the plaintiff thereon, from the defendant, forty dollars, with interest thereon from the 1st day of July, 1874.

55th. And for a further and separate cause of action, that the said defendant, being duly authorized by the laws of the State of Wisconsin, on or about the first day of Jan., 1873, made and executed, for value received, its negotiable coupon or interest-warrant, duly signed by the clerk of said board, of which coupon or interest-warrant the following is a copy:

$40. STATE OF WISCONSIN. $40.

The County of Wood will pay to the treasurer of the Green Bay & Lake Pepin Railway Company, or to the bearer hereof, on the first day of July, 1874, at the Bank of North America, in the city and State of New York, forty dollars, being the semi-annual interest to that day on the bond of said county No. 136, issued in payment for stock of said company.

L. P. POWERS,
Clerk of the County Board of Supervisors.

That said coupon or interest-warrant was, on or about said first day of Jan., 1873, delivered to the said payee therein named; that the plaintiff is now the lawful holder, owner, and bearer thereof; that the said defendant has not paid the same or any part thereof, and that there is now due the plaintiff thereon, from the defendant, forty dollars, with interest thereon from the 1st day of July, 1874.

56th. And for a further and separate cause of action, that the said defendant, being duly authorized by the laws of the State of Wisconsin, on or about the first day of Jan., 1873, made and executed, for value received, its negotiable coupon or interest-warrant, duly signed by the clerk of said board, of which coupon or interest-warrant the following is a copy:

$40. STATE OF WISCONSIN. $40.

The County of Wood will pay to the treasurer of the Green Bay and

Lake Pepin Railway Company, or to the bearer hereof, on the first day of July, 1874, at the Bank of North America, in the city and State of New York, forty dollars, being the semi-annual interest to that day on the bond of said county No. 137, issued in payment for stock of said company.

L. P. POWERS,
Clerk of the County Board of Supervisors.

That said coupon or interest-warrant was, on or about said first day of Jan., 1873, delivered to the said payee therein named; that the plaintiff is now the lawful holder, owner, and bearer thereof; that the said defendant has not paid the same or any part thereof, and that there is now due the plaintiff thereon, from the defendant, forty dollars, with interest thereon from the 1st day of July, 1874.

57th. And for a further and separate cause of action, that the said defendant, being duly authorized by the laws of the State of Wisconsin, on or about the first day of Jan., 1873, made and executed, for value received, its negotiable coupon or interest-warrant, duly signed by the clerk of said board, of which coupon or interest-warrant the following is a copy:

$40. STATE OF WISCONSIN. $40

The County of Wood will pay to the treasurer of the Green Bay & Lake Pepin Railway Company, or to the bearer hereof, on the first day of July, 1874, at the Bank of North America, in the city and State of New York, forty dollars, being the semi-annual interest to that day on the bond of said county No. 138, issued in payment for stock of said company.

L. P. POWERS,
Clerk of the County Board of Supervisors.

That said coupon or interest-warrant was, on or about said first day of Jan., 1873, delivered to the said payee therein named; that the plaintiff is now the lawful holder, owner, and bearer thereof; that the said defendant has not paid the same or any part thereof, and that there is now due the plaintiff thereon, from the defendant, forty dollars, with interest thereon from the 1st day of July, 1874.

58th. And for a further and separate cause of action, that the said defendant, being duly authorized by the laws of the State of Wisconsin, on or about the first day of Jan., 1843, made and executed, for value received, its negotiable coupon or interest-warrant, duly signed by the clerk of said board, of which coupon or interest-warrant the following is a copy:

$40. STATE OF WISCONSIN. $40.

The County of Wood will pay to the treasurer of the Green Bay & Lake Pepin Railway Company, or to the bearer hereof, on the first day of July, 1874, at the Bank of North America, in the city and State of New York, forty dollars, being the semi-annual interest to that day on the bond of said county No. 140, issued in payment for stock of said company.

L. P. POWERS,
Clerk of the County Board of Supervisors.

That said coupon or interest-warrant was, on or about said first day of Jan., 1873, delivered to the said payee therein named; that the plaintiff is now the lawful holder, owner, and bearer thereof; that the said defendant has not paid the same or any part thereof, and that there is now due the plaintiff thereon, from the defendant, forty dollars, with interest thereon from the 1st day of July, 1874.

59th. And for a further and separate cause of action, that the said defendant, being duly authorized by the laws of the State of Wisconsin, on or about the first day of Jan., 1873, made and executed, for value received, its negotiable coupon or interest-warrant, duly signed by the clerk of said board, of which coupon or interest-warrant the following is a copy.

$40. STATE OF WISCONSIN. $40.

The County of Wood will pay to the treasurer of the Green Bay & Lake Pepin Railway Company, or to the bearer hereof, on the first day of July, 1874, at the Bank of North America, in the city and State of New York, forty dollars, being the semi-annual interest to that day on the bond of said county No. 140, issued in payment for stock of said company.

L. P. POWERS,
Clerk of the County Board of Supervisors.

That said coupon or interest-warrant was, on or about said first day of Jan., 1873, delivered to the said payee therein named; that the plaintiff is now the lawful holder, owner, and bearer thereof; that the said defendant has not paid the same or any part thereof, and that there is now due the plaintiff thereon, from the defendant, forty dollars, with interest thereon from the 1st day of July, 1874.

60th. And for a further and separate cause of action, that the said defendant, being duly authorized by the laws of the State of Wisconsin, on or about the first day of Jan., 1873, made and executed, for value received, its negotiable coupon or interest-warrant, duly signed by the clerk of said board, of which coupon or interest-warrant the following is a copy:

$40. STATE OF WISCONSIN. $40.

The County of Wood will pay to the treasurer of the Green Bay & Lake Pepin Railway Company, or to the bearer hereof, on the first day of July, 1874, at the Bank of North America, in the city and State of New York, forty dollars, being the semi-annual interest to that day on the bond of said county No. 143, issued in payment for stock of said company.

L. P. POWERS,
Clerk of the County Board of Supervisors.

That said coupon or interest-warrant was, on or about said first day of Jan., 1873, delivered to the said payee therein named; that the plaintiff is now the lawful holder, owner, and bearer thereof; that the said defendant has not paid the same or any part thereof, and that there is now due the plaintiff thereon, from the defendant, forty dollars, with interest thereon from the 1st day of July, 1874.

61st. And for a further and separate cause of action, that the said defendant, being duly authorized by the laws of the State of Wisconsin, on or about the first day of Jan., 1873, made and executed, for value received, its negotiable coupon or interest-warrant, duly signed by the clerk of said board, of which coupon or interest-warrant the following is a copy:

$40. STATE OF WISCONSIN. $40.

The County of Wood will pay to the treasurer of the Green Bay & Lake Pepin Railway Company, or to the bearer hereof, on the first day of July, 1874, at the Bank of North America, in the city and State of New York, forty dollars, being the semi-annual interest to that day on the bond of said county No. 101, issued in payment for stock of said company.

L. P. POWERS,
Clerk of the County Board of Supervisors.

That said coupon or interest-warrant was, on or about said first day of Jan., 1873, delivered to the said payee therein named; that the plaintiff is now the lawful holder, owner, and bearer thereof; that the said defendant has not paid the same or any part thereof, and that there is now due the plaintiff thereon, from the defendant, forty dollars, with interest thereon from the 1st day of July, 1874.

62nd. And for a further and separate cause of action, that the said defendant, being duly authorized by the laws of the State of Wisconsin, on or about the first day of Jan., 1873, made and executed, for value received, its negotiable coupon or interest-warrant, duly signed by the clerk of said board, of which coupon or interest-warrant the following is a copy:

$40. STATE OF WISCONSIN. $40.

The County of Wood will pay to the treasurer of the Green Bay & Lake Pepin Railway Company, or to the bearer hereof, on the first day of July 1874, at the Bank of North America, in the city and State of New York, forty dollars, being the semi-annual interest to that day on the bond of said county No. 102, issued in payment for stock of said company.

L. P. POWERS,
Clerk of the County Board of Supervisors.

That said coupon or interest-warrant was, on or about said first day of Jan., 1873, delivered to the said payee therein named; that the plaintiff is now the lawful holder, owner, and bearer thereof; that the said defendant has not paid the same or any part thereof, and that there is now due the plaintiff thereon, from the defendant, forty dollars, with interest thereon from the 1st day of July, 1874.

16 63rd. And for a further and separate cause of action, that the said defendant, being duly authorized by the laws of the State of Wisconsin, on or about the first day of Jan., 1873, made and executed, for value received, its negotiable coupon or interest-warrant, duly signed by the clerk of said board, of which coupon or interest-warrant the following is a copy:

$40. STATE OF WISCONSIN. $40.

The County of Wood will pay to the treasurer of the Green Bay & Lake Pepin Railway Company, or to the bearer hereof, on the first day of July, 1874, at the Bank of North America, in the city and State of New York, forty dollars, being the semi-annual interest to that day on the bond of said county No. 102, issued in payment for stock of said company.

L. P. POWERS,
Clerk of the County Board of Supervisors.

That said coupon or interest-warrant was, on or about said first day of June, 1873, delivered to the said payee therein named; that the plaintiff is now the lawful holder, owner, and bearer thereof; that the said defendant has not paid the same or any part thereof, and that there is now due the plaintiff thereon, from the defendant, forty dollars, with interest thereon from the 1st day of July, 1874.

64th. And for a further and separate cause of action, that the said defendant, being duly authorized by the laws of the State of Wisconsin, on or about the first day of Jan., 1873, made and executed, for value received, its negotiable coupon or interest-warrant, duly signed by the clerk of said board, of which coupon or interest-warrant the following is a copy:

$40. STATE OF WISCONSIN. $40.

The County of Wood will pay to the treasurer of the Green Bay & Lake Pepin Railway Company, or to the bearer hereof, on the first day of July, 1874, at the Bank of North America, in the city and State of New York, forty dollars, being the semi-annual interest to that day on the bond of said county No. 103, issued in payment for stock of said company.

L. P. POWERS,
Clerk of the County Board of Supervisors.

That said coupon or interest-warrant was, on or about said first day of June, 1873, delivered to the said payee therein named; that the plaintiff is now the lawful holder, owner, and bearer thereof; that the said defendant has not paid the same or any part thereof, and that there is now due the plaintiff thereon, from the defendant, forty dollars, with interest thereon from the 1st day of July, 1874.

65th. And for a further and separate cause of action, that the said defendant, being duly authorized by the laws of the State of Wisconsin, on or about the first day of Jan., 1873, made and executed, for value received, its negotiable coupon or interest-warrant, duly signed by the clerk of said board, of which coupon or interest-warrant the following is a copy:

$40. STATE OF WISCONSIN. $40.

The County of Wood will pay to the treasurer of the Green Bay and Lake Pepin Railway Company, or to the bearer hereof, on the first day of July, 1874, at the Bank of North America, in the city and State of New York, forty dollars, being the semi-annual interest to that day on

the bond of said county No. 104, issued in payment for stock of said company.

L. P. POWERS,
Clerk of the County Board of Supervisors.

That said coupon or interest-warrant was, on or about said first day of Jan., 1873, delivered to the said payee therein named; that the plaintiff is now the lawful holder, owner, and bearer thereof; that the said defendant has not paid the same or any part thereof, and that there is now due the plaintiff thereon, from the defendant, forty dollars, with interest thereon from the 1st day of July, 1874.

66th. And for a further and separate cause of action, that the said defendant, being duly authorized by the laws of the State of Wisconsin, on or about the first day of Jan., 1873, made and executed, for value received, its negotiable coupon or interest-warrant, duly signed by the clerk of said board, of which coupon or interest-warrant the following is a copy:

$40. STATE OF WISCONSIN. $40.

The County of Wood will pay to the treasurer of the Green Bay & Lake Pepin Railway Company, or to the bearer hereof, on the first day of July, 1874, at the Bank of North America, in the city and State of New York, forty dollars, being the semi-annual interest to that day on the bond of said county No. 105, issued in payment for stock of said company.

L. P. POWERS,
Clerk of the County Board of Supervisors.

That said coupon or interest-warrant was, on or about said first day of Jan., 1873, delivered to the said payee therein named; that the plaintiff is now the lawful holder, owner, and bearer thereof; that the said defendant has not paid the same or any part thereof, and that there is now due the plaintiff thereon, from the defendant, forty dollars, with interest thereon from the 1st day of July, 1874.

67th. And for a further and separate cause of action, that the said defendant, being duly authorized by the laws of the State of Wisconsin, on or about the first day of Jan., 1873, made and executed, for value received, its negotiable coupon or interest-warrant, duly signed by the clerk of said board, of which coupon or interest-warrant the following is a copy:

$40. STATE OF WISCONSIN. $40.

The County of Wood will pay the treasurer of the Green Bay & Lake Pepin Railway Company, or to the bearer hereof, on the first day of July, 1874, at the Bank of North America, in the city and State of New York, forty dollars, being the semi-annual interest to that day on the bond of said county No. 110, issued in payment for stock of said company.

L. P. POWERS,
Clerk of the County Board of Supervisors.

That said coupon or interest-warrant was, on or about said first day of Jan'y, 1873, delivered to the said payee therein named; that the

plaintiff is now the lawful holder, owner, and bearer thereof; that the said defendant has not paid the same or any part thereof, and that there is now due the plaintiff thereon, from the defendant, forty dollars, with interest thereon from the 1st day of July, 1874.

68th. And for a further and separate cause of action, that the said defendant, being duly authorized by the laws of the State of Wisconsin, on or about the first day of Jan., 1873, made and executed, for value received, its negotiable coupon or interest-warrant, duly signed by the clerk of said board, of which coupon or interest-warrant the following is a copy:

$40. STATE OF WISCONSIN. $40.

The County of Wood will pay to the treasurer of the Green Bay & Lake Pepin Railway Company, or to the bearer hereof, on the first day of July, 1874, at the Bank of North America, in the city and State of New York, forty dollars, being the semi-annual interest to that day on the bond of said county No. 111, issued in payment for stock of said company.

L. P. POWERS,
Clerk of the County Board of Supervisors.

That said coupon or interest-warrant was, on or about said first day of Jan'y, 1873, delivered to the said payee therein named; that the plaintiff is now the lawful holder, owner, and bearer thereof; that the said defendant has not paid the same or any part thereof, and that there is now due the plaintiff thereon, from the defendant, forty dollars, with interest thereon from the 1st day of July, 1874.

69th. And for a further and separate cause of action, that the said defendant, being duly authorized by the laws of the State of Wisconsin, on or about the first day of Jan., 1873, made and executed, for value received, its negotiable coupon or interest-warrant, duly signed by the clerk of said board, of which coupon or interest-warrant the following is a copy:

$40. STATE OF WISCONSIN. $40.

The County of Wood will pay to the treasurer of the Green Bay & Lake Pepin Railway Company, or to the bearer hereof, on the first day of July, 1874, at the Bank of North America, in the city and State of New York, forty dollars, being the semi-annual interest to that day on the bond of said county No. 112, issued in payment for stock of said company.

L. P. POWERS,
Clerk of the County Board of Supervisors.

That said coupon or interest-warrant was, on or about said first day of Jan'y, 1873, delivered to the said payee therein named; that he plaintiff is now the lawful holder, owner, and bearer thereof; that the said defendant has not paid the same or any part thereof, and that there is now due the plaintiff thereon, from the defendant, forty dollars, with interest thereon from the 1st day of July, 1874.

70th. And for a further and separate cause of action, that the said de-

fendant, being duly authorized by the laws of the State of Wisconsin, on or about the first day of Jan., 1873, made and executed, for value received, its negotiable coupon or interest-warrant, duly signed by the clerk of said board, of which coupon or interest-warrant the following is a copy:

$40. STATE OF WISCONSIN. $40.

The County of Wood will pay to the treasurer of the Green Bay & Lake Pepin Railway Company, or to the bearer hereof, on the first day of July, 1874, at the Bank of North America, in the city and State of New York, forty dollars, being the semi-annual interest to that day on the bond of said county No. 113, issued in payment for stock of said company.

L. P. POWERS,
Clerk of the County Board of Supervisors.

That said coupon or interest-warrant was, on or about said first day of Jan'y, 1873, delivered to the said payee therein named; that the plaintiff is now the lawful holder, owner, and bearer thereof; that the said defendant has not paid the same or any part thereof, and that there is now due the plaintiff thereon, from the defendant, forty dollars, with interest thereon from the 1st day of July, 1874.

71st. And for a further and separate cause of action, that the said defendant, being duly authorized by the laws of the State of Wisconsin, on or about the first day of Jan., 1873, made and executed, for value received, its negotiable coupon or interest-warrant, duly signed by the clerk of said board, of which coupon or interest-warrant the following is a copy:

$40. STATE OF WISCONSIN. $40.

The County of Wood will pay to the treasurer of the Green Bay & Lake Pepin Railway Company, or to the bearer hereof, on the first day of July, 1874, at the Bank of North America, in the city and State of New York, forty dollars, being the semi-annual interest to that day on the bond of said county No. 116, issued in payment for stock of said company.

L. P. POWERS,
Clerk of the County Board of Supervisors.

That said coupon or interest-warrant was, on or about said first day of Jan'y 1873, delivered to the said payee therein named; that the plaintiff is now the lawful holder, owner, and bearer thereof; that the said defendant has not paid the same or any part thereof, and that there is now due the plaintiff thereon, from the defendant, forty dollars, with interest thereon from the 1st day of July, 1874.

17 72nd. And for a further and separate cause of action, that the said defendant, being duly authorized by the laws of the State of Wisconsin, on or about the first day of Jan., 1873, made and executed, for value received, its negotiable coupon or interest-warrant, duly signed by the clerk of said board, of which coupon or interest-warrant the following is a copy:

$40. STATE OF WISCONSIN. $40.

The County of Wood will pay to the treasurer of the Green Bay & Lake Pepin Railway Company, or to the bearer hereof, on the first day of July, 1874, at the Bank of North America, in the city and State of New York, forty dollars, being the semi-annual interest to that day on the bond of said county No. 117, issued in payment for stock of said company.

L. P. POWERS,
Clerk of the County Board of Supervisors.

That said coupon or interest-warrant was, on or about said first day of Jan'y, 1873, delivered to the said payee therein named; that the plaintiff is now the lawful holder, owner, and bearer thereof; that the said defendant has not paid the same or any part thereof, and that there is now due the plaintiff thereon, from the defendant, forty dollars, with interest thereon from the 1st day of July, 1874.

73rd. And for a further and separate cause of action, that the said defendant, being duly authorized by the laws of the State of Wisconsin, on or about the first day of Jan., 1873, made and executed, for value received, its negotiable coupon or interest-warrant, duly signed by the clerk of said board, of which coupon or interest-warrant the following is a copy:

$40. STATE OF WISCONSIN. $40.

The County of Wood will pay to the treasurer of the Green Bay & Lake Pepin Railway Company, or to the bearer hereof, on the first day of July, 1874, at the Bank of North America, in the city and State of New York, forty dollars, being the semi-annual interest to that day on the bond of said county No. 118, issued in payment for stock of said company.

L. P. POWERS,
Clerk of the County Board of Supervisors.

That said coupon or interest-warrant was, on or about said first day of Jan'y, 1873, delivered to the said payee therein named; that the plaintiff is now the lawful holder, owner, and bearer thereof; that the said defendant has not paid the same or any part thereof, and that there is now due the plaintiff thereon, from the defendant, forty dollars, with interest thereon from the 1st day of July, 1874.

74th. And for a further and separate cause of action, that the said defendant, being duly authorized by the laws of the State of Wisconsin, on or about the first day of Jan., 1873, made and executed, for value received, its negotiable coupon or interest-warrant, duly signed by the clerk of said board, of which coupon or interest-warrant the following is a copy:

$40. STATE OF WISCONSIN. $40.

The County of Wood will pay to the treasurer of the Green Bay and Lake Pepin Railway Company, or to the bearer hereof, on the first day of July, 1874, at the Bank of North America, in the city and State of New York, forty dollars, being the semi-annual interest to that day on

the bond of said county No. 119, issued in payment for stock of said company.

L. P. POWERS,
Clerk of the County Board of Supervisors.

That said coupon or interest-warrant was, on or about said first day of Jan'y, 1873, delivered to the said payee therein named; that the plaintiff is now the lawful holder, owner, and bearer thereof; that the said defendant has not paid the same or any part thereof, and that there is now due the plaintiff thereon, from the defendant, forty dollars, with interest thereon from the 1st day of July, 1874.

75th. And for a further and separate cause of action, that the said defendant, being duly authorized by the laws of the State of Wisconsin, on or about the first day of Jan., 1873, made and executed, for value received, its negotiable coupon or interest-warrant, duly signed by the clerk of said board, of which coupon or interest-warrant the following is a copy:

$40. STATE OF WISCONSIN. $40.

The County of Wood will pay to the treasurer of the Green Bay & Lake Pepin Railway Company, or to the bearer hereof, on the first day of July, 1874, at the Bank of North America, in the city and State of New York, forty dollars, being the semi-annual interest to that day on the bond of said county No. 120, issued in payment for stock of said company.

L. P. POWERS,
Clerk of the County Board of Supervisors.

That said coupon or interest-warrant was, on or about said first day of Jan'y, 1873, delivered to the said payee therein named; that the plaintiff is now the lawful holder, owner, and bearer thereof; that the said defendant has not paid the same or any part thereof, and that there is now due the plaintiff thereon, from the defendant, forty dollars, with interest thereon from the 1st day of July, 1874.

76th. And for a further and separate cause of action, that the said defendant, being duly authorized by the laws of the State of Wisconsin, on or about the first day of Jan., 1873, made and executed, for value received, its negotiable coupon or interest-warrant, duly signed by the clerk of said board, of which coupon or interest warrant the following is a copy:

$40. STATE OF WISCONSIN. $40.

The County of Wood will pay the treasurer of the Green Bay & Lake Pepin Railway Company, or to the bearer hereof, on the first day of July, 1874, at the Bank of North America, in the city and State of New York, forty dollars, being the semi-annual interest to that day on the bond of said county No. 121, issued in payment for stock of said company.

L. P. POWERS,
Clerk of the County Board of Supervisors.

That said coupon or interest-warrant was, on or about said first day of

Jan'y, 1873, delivered to the said payee therein named; that the plaintiff is now the lawful holder, *a*wner, and bearer thereof; that the said defendant has not paid the same or any part thereof, and that there is now due the plaintiff thereon, from the defendant, forty dollars, with interest thereon from the 1st day of July, 1874.

77th. And for a further and separate cause of action, that the said defendant, being duly authorized by the laws of the State of Wisconsin, on or about the first day of Jan., 1873, made and executed, for value receiv*ed*, its negotiable coupon or interest-warrant, duly signed by the clerk of said board, of which coupon or interest-warrant the following is a copy:

$40. STATE OF WISCONSIN. $40.

The County of Wood will pay to the treasurer of the Green Bay & Lake Pepin Railway Company, or to the bearer hereof, *a*n the first day of July, 1874, at the Bank of North America, in the city and State of New York, forty dollars, being the semi-annual interest to that day on the bond of said county No. 124, issued in payment for stock of said company.

L. P. POWERS,
Clerk of the County Board of Supervisors.

That said coupon or interest-warrant was, on or about said first day of Jan'y, 1873, delivered to the said payee therein named; that the plaintiff is now the lawful holder, owner, and bearer thereof; that the said defendant has not paid the same or any part thereof, and that there is now due the plaintiff thereon, from the defendant, forty dollars, with interest thereon from the 1st *e*ay of July, 1874.

78th. And for a further and separate cause of action, that the said defendant, being duly authorized by the laws of the State of Wisconsin, on or about the first day of Jan., 1873, made and executed, for value received, it negotiable coupon or interest-warrant, duly signed by the clerk of said board, of which coupon or interest-warrant the following is a copy:

$40. STATE OF WISCONSIN. $40.

The County of Wood will pay to the treasurer of the Green Bay & Lake Pepin Railway Company, or to the bearer hereof, on the first day of July, 1874, at the Bank of North America, in the city and State of New York, forty dollars, being the semi-annual interest to that day on the bond of said county No. 122, issued in payment for stock of said company.

L. P. POWERS,
Clerk of the County Board of Supervisors.

That said coupon or interest-warrant was, on or about said first day of Jan'y, 1873, delivered to the said payee therein named; that the plaintiff is now the lawful holder, owner, and bearer thereof; that the said defendant has not paid the same or any part thereof, and that there is now due the plaintiff thereon, from the defendant, forty dollars, with interest thereon from the 1st day of July, 1874.

79th. And for a further and separate cause of action, that the said

defendant, being duly authorized by the laws of the State of Wisconsin, on or about the first day of Jan., 1873, made and executed, for value received, its negotiable coupon or interest-warrant, duly signed by the clerk of said board, of which coupon or interest-warrant the following is a copy.

$40. STATE OF WISCONSIN. $40.

The County of Wood will pay to the treasurer of the Green Bay & Lake Pepin Railway Company, or to the bearer hereof, on the first day of July, 1874, at the Bank of North America, in the city and State of New York, forty dollars, being the semi-annual interest to that day on the bond of said county No. 123, issued in payment for stock of said company.

L. P. POWERS,
Clerk of the County Board of Supervisors.

That said coupon or interest-warrant was, on or about said first day of Jan'y, 1873, delivered to the said payee therein named; that the plaintiff is now the lawful holder, owner, and bearer thereof; that the said defendant has not paid the same or any part thereof, and that there is now due the plaintiff thereon, from the defendant, forty dollars, with interest thereon from the 1st day of July, 1874.

80th. And for a further and separate cause of action, that the said defendant, being duly authorized by the laws of the State of Wisconsin, on or about the first day of Jan., 1873, made and executed, for value received, its negotiable coupon or interest-warrant, duly signed by the clerk of said board, of which coupon or interest-warrant the following is a copy:

$40. STATE OF WISCONSIN. $40.

The County of Wood will pay to the treasurer of the Green Bay & Lake Pepin Railway Company, or to the bearer hereof, on the first day of July, 1874, at the Bank of North America, in the city and State of New York, forty dollars, being the semi-annual interest to that day on the bond of said county No. 114, issued in payment for stock of said company.

L. P. POWERS,
Clerk of the County Board of Supervisors.

That said coupon or interest-warrant was, on or about the first day of Jan'y, 1873, delivered to the said payee therein named; that the plaintiff is now the lawful holder, owner, and bearer thereof; that the said defendant has not paid the same or any part thereof, and that there is now due the plaintiff thereon, from the defendant, forty dollars, with interest thereon from the 1st day of July, 1874.

18 81st. And for a further and separate cause of action, that the said defendant, being duly authorized by the laws of the State of Wisconsin, on or about the first day of Jan., 1873, made and executed, for value received, its negotiable coupon or interest-warrant, duly signed by the clerk of said board, of which coupon or interest-warrant the following is a copy:

$40. STATE OF WISCONSIN. $40.

The County of Wood will pay to the treasurer of the Green Bay & Lake Pepin Railway Company, or to the bearer hereof, on the first day of July, 1874, at the Bank of North America, in the city and State of New York, forty dollars, being the semi-annual interest to that day on the bond of said county No. 115, issued in payment for stock of said company.

L. P. POWERS,
Clerk of the County Board of Supervisors.

That said coupon or interest-warrant was, on or about said first day of Jan'y, 1873, delivered to the said payee therein named; that the plaintiff is now the lawful holder, owner, and bearer thereof; that the said defendant has not paid the same or any part thereof, and that there is now due the plaintiff thereon, from the defendant, forty dollars, with interest thereon from the 1st day of July, 1874.

82d. And for a further and separate cause of action, that the said defendant, being duly authorized by the laws of the State of Wisconsin, on or about the first day of Jan., 1873, made and executed, for value received, its negotiable coupon or interest-warrant, duly signed by the clerk of said board, of which coupon or interest-warrant the following is a copy:

$40. STATE OF WISCONSIN. $40.

The County of Wood will pay to the treasurer of the Green Bay & Lake Pepin Railway Company, or to the bearer hereof, on the first day of July, 1874, at the Bank of North America, in the city and State of New York, forty dollars, being the semi-annual interest to that day on the bond of said county No. 126, issued in payment for stock of said company.

L. P. POWERS,
Clerk of the County Board of Supervisors.

That said coupon or interest-warrant was, on or about said first day of Jan'y, 1873, delivered to the said payee therein named; that the plaintiff is now the lawful holder, owner, and bearer thereof; that the said defendant has not paid the same or any part thereof, and that there is now due the plaintiff thereon, from the defendant, forty dollars, with interest thereon from the 1st day of July, 1874.

83d. And for a further and separate cause of action, that the said defendant, being duly authorized by the laws of the State of Wisconsin, on or about the first day of Jan., 1873, made and executed, for value received, its negotiable coupon or interest-warrant, duly signed by the clerk of said board, of which coupon or interest-warrant the following is a copy:

$40. STATE OF WISCONSIN. $40.

The County of Wood will pay to the treasurer of the Green Bay and Lake Pepin Railway Company, or to the bearer hereof, on the first day of July, 1874, at the Bank of North America, in the city and State of New York, forty dollars, being the semi-annual interest to that day on

the bond of said county No. 133, issued in payment for stock of said company.

L. P. POWERS,
Clerk of the County Board of Supervisors.

That said coupon or interest-warrant was, on or about said first day of Jan'y, 1873, delivered to the said payee therein named; that the plaintiff is now the lawful holder, owner, and bearer thereof; that the said defendant has not paid the same or any part thereof, and that there is now due the plaintiff thereon, from the defendant, forty dollars, with interest thereon from the 1st day of July, 1874.

84th. And for a further and separate cause of action, that the said defendant, being duly authorized by the laws of the State of Wisconsin, on or about the first day of Jan., 1873, made and executed, for value received, its negotiable coupon or interest-warrant, duly signed by the clerk of said board, of which coupon or interest-warrant the following is a copy:

$40. STATE OF WISCONSIN. $40.

The County of Wood will pay to the treasurer of the Green Bay & Lake Pepin Railway Company, or to the bearer hereof, on the first day of July, 1874, at the Bank of North America, in the city and State of New York, forty dollars, being the semi-annual interest to that day on the bond of said county No. 135, issued in payment for stock of said company.

L. P. POWERS,
Clerk of the County Board of Supervisors.

That said coupon or interest-warrant was, on or about said first day of Jan., 1873, delivered to the said payee therein named; that the plaintiff is now the lawful holder, owner, and bearer thereof; that the said defendant has not paid the same or any part thereof, and that there is now due the plaintiff thereon, from the defendant, forty dollars, with interest thereon from the 1st day of July, 1874.

85th. And for a further and separate cause of action, that the said defendant, being duly authorized by the laws of the State of Wisconsin, on or about the first day of Jan., 1873, made and executed, for value received, its negotiable coupon or interest-warrant, duly signed by the clerk of said board, of which coupon or interest-warrant the following is a copy:

$40. STATE OF WISCONSIN. $40.

The County of Wood will pay the treasurer of the Green Bay & Lake Pepin Railway Company, or to the bearer hereof, on the first day of July, 1874, at the Bank of North America, in the city and State of New York, forty dollars, being the semi-annual interest to that day on the bond of said county No. 141, issued in payment for stock of said company.

L. P. POWERS,
Clerk of the County Board of Supervisors.

That said coupon or interest-warrant was, on or about said first day

ot Jan'y, 1873, delivered to the said payee therein named; that the plaintiff is now the lawful holder, *a*wner, and bearer thereof; that the said defendant has not paid the same or any part thereof, and that there is now due the plaintiff thereon, from the defendant, forty dollars, with interest thereon from the 1st day of July, 1874.

86th. And for a further and separate cause of action, that the said defendant, being duly authorized by the laws of the State of Wisconsin, on or about the first day of Jan., 1873, made and executed, for value re-ceive*u*, its negotiable coupon or interest-warrant, duly signed by the clerk of said board, of which coupon or interest-warrant the following is a copy:

$40. STATE OF WISCONSIN. $40.

The County of Wood will pay to the treasurer of the Green Bay & Lake Pepin Railway Company, or to the bearer hereof, *a*n the first day of July, 1874, at the Bank of North America, in the city and State of New York, forty dollars, being the semi-annual interest to that day on the bond of said county No. 128, issued in payment for stock of said company.

L. P. POWERS,
Clerk of the County Board of Supervisors.

That said coupon or interest-warrant was, on or about said first day of Jan'y, 1873, delivered to the said payee therein named; that the plaintiff is now the lawful holder, owner, and bearer thereof; that the said defendant has not paid the same or any part thereof, and that there is now due the plaintiff thereon, from the defendant, forty dollars, with interest thereon from the 1st day of July, 1874.

87th. And for a further and separate cause of action, that the said defendant, being duly authorized by the laws of the State of Wisconsin, on or about the first day of Jan., 1873, made and executed, for value received, its negotiable coupon or interest-warrant, duly signed by the clerk of said board, of which coupon or interest-warrant the following is a copy:

$40. STATE OF WISCONSIN. $40.

The County of Wood will pay to the treasurer of the Green Bay & Lake Pepin Railway Company, or to the bearer hereof, on the first day of Jan'y, 1875, at the Bank of North America, in the city and State of New York, forty dollars, being the semi-annual interest to that day on the bond of said county No. 101, issued in payment for stock of said company.

L. P. POWERS,
Clerk of the County Board of Supervisors.

That said coupon or interest-warrant was, on or about said first day of Jan'y, 1873, delivered to the said payee therein named; that the plaintiff is now the lawful holder, owner, and bearer thereof; that the said defendant has not paid the same or any part thereof, and that there is now due the plaintiff thereon, from the defendant, forty dollars, with interest thereon from the 1st day of Jan'y, 1875.

88th. And for a further and separate cause of action, that the said defendant, being duly authorized by the laws of the State of Wisconsin, on or about the first day of Jan., 1873, made and executed, for value received, its negotiable coupon or interest-warrant, duly signed by the clerk of said board, of which coupon or interest-warrant the following is a copy:

$40. STATE OF WISCONSIN. $40.

The County of Wood will pay to the treasurer of the Green Bay & Lake Pepin Railway Company, or to the bearer hereof, on the first day of Jan'y, 1875, at the Bank of North America, in the city and State of New York, forty dollars, being the semi-annual interest to that day on the bond of said county No. 102, issued in payment for stock of said company.

L. P. POWERS,
Clerk of the County Board of Supervisors.

That said coupon or interest-warrant was, on or about said first day of Jan'y, 1873, delivered to the said payee therein named; that the plaintiff is now the lawful holder, owner, and bearer thereof; that the said defendant has not paid the same or any part thereof, and that there is now due the plaintiff thereon, from the defendant, forty dollars, with interest thereon from the 1st day of Jan'y, 1875.

89th. And for a further and separate cause of action, that the said defendant, being duly authorized by the laws of the State of Wisconsin, on or about the first day of Jan., 1873, made and executed, for value received, its negotiable coupon or interest-warrant, duly signed by the clerk of said board, of which coupon or interest-warrant the following is a copy:

$40. STATE OF WISCONSIN. $40.

The County of Wood will pay to the treasurer of the Green Bay & Lake Pepin Railway Company, or to the bearer hereof, on the first day of Jan'y, 1875, at the Bank of North America, in the city and State of New York, forty dollars, being the semi-annual interest to that day on the bond of said county No. 103, issued in payment for stock of said company.

L. P. POWERS,
Clerk of the County Board of Supervisors.

That said coupon or interest-warrant was, on or about said first day of Jan'y, 1873, delivered to the said payee therein named; that the plaintiff is now the lawful holder, owner, and bearer thereof; that the said defendant has not paid the same or any part thereof, and that there is now due the plaintiff thereon, from the defendant, forty dollars, with interest thereon from the 1st day of Jan'y, 1875.

19 90th. And for a further and separate cause of action, that the said defendant, being duly authorized by the laws of the State of Wisconsin, on or about the first day of Jan., 1873, made and executed, for value received, its negotiable coupon or interest-warrant, duly signed by the clerk of said board, of which coupon or interest-warrant the following is a copy:

$40. STATE OF WISCONSIN. $40.

The County of Wood will pay to the treasurer of the Green Bay & Lake Pepin Railway Company, or to the bearer hereof, on the first day of Jan'y, 1875, at the Bank of North America, in the city and State of New York, forty dollars, being the semi-annual interest to that day on the bond of said county No. 104, issued in payment for stock of said company.

L. P. POWERS,
Clerk of the County Board of Supervisors.

That said coupon or interest-warrant was, on or about said first day of Jan'y, 1873, delivered to the said payee therein named; that the plaintiff is now the lawful holder, owner, and bearer thereof; that the said defendant has not paid the same or any part thereof, and that there is now due the plaintiff thereon, from the defendant, forty dollars, with interest thereon from the 1st day of Jan., 1875.

91st. And for a further and separate cause of action, that the said defendant being duly authorized by the laws of the State of Wisconsin, on or about the first day of Jan., 1873, made and executed for value received, its negotiable coupon or interest-warrant, duly signed by the clerk of said board, of which coupon or interest-warrant the following is a copy:

$40. STATE OF WISCONSIN. $40.

The County of Wood will pay to the treasurer of the Green Bay & Lake Pepin Railway Company, or to the bearer hereof, on the first day of Jan., 1875, at the Bank of North America, in the city and State of New York, forty dollars, being the semi-annual interest to that day on the bond of said county No. 105, issued in payment for stock of said company.

L. P. POWERS,
Clerk of the County Board of Supervisors.

That said coupon or interest-warrant was, on or about said first day of Jan'y, 1873, delivered to the said payee therein named; that the plaintiff is now the lawful holder, owner, and bearer thereof; that the said defendant has not paid the same or any part thereof, and that there is now due the plaintiff thereon, from the defendant, forty dollars, with interest thereon from the 1st day of Jan., 1875.

92nd. And for a further and separate cause of action, that the said defendant, being duly authorized by the laws of the State of Wisconsin, on or about the first day of Jan., 1873, made and executed, for value received, its negotiable coupon or interest-warrant, duly signed by the clerk of said board, of which coupon orinterest-warrant the following is a copy:

$40. STATE OF WISCONSIN. $40.

The County of Wood will pay to the treasurer of the Green Bay and Lake Pepin Railway Company, or to the bearer thereof, on the first day of Jan., 1875, at the Bank of North America, in the city and State of New York, forty dollars, being the semi-annual interest to that day on the bond of said county, No. 110, issued in payment for stock of said company.

L. P. POWERS,
Clerk of the County Board of Supervisors.

That said coupon or interest-warrant was on or about said first day of Jan'y, 1873, delivered to the said payee therein named; that the plaintiff is now the lawful holder, owner, and bearer thereof; that the said defendant has not paid the same or any part thereof, and that there is now due the plaintiff thereon, from the defendant, forty dollars, with interest thereon from the 1st day of Jan., 1875.

93rd. And for a further and separate cause of action, that the said defendant, being duly authorized by the laws of the State of Wisconsin, on or about the first day of Jan., 1873, made and executed, for value received, its negotiable coupon or interest-warrent, duly signed by the clerk of said board, of which coupon or interest-warrant the following is a copy:

$40. STATE OF WISCONSIN. $40.

The County of Wood will pay to the treasurer of the Green Bay & Lake Pepin Railway Company, or to the bearer hereof, on the first day of Jan., 1875, at the Bank of North America, in the city and State of New York, forty dollars, being the semi-annual interest to that day on the bond of said county, No. 111, issued in payment for stock of said company.

L. P. POWERS,
Clerk of the County Board of Supervisors.

That said coupon or interest-warrant was, on or about said first day of Jan'y, 1873, delivered to the said payee therein named; that the plaintiff is now the lawful holder, owner, and bearer thereof; that the said defendant has not paid the same or any part thereof, and that there is now due the plaintiff thereon, from the defendant, forty dollars, with interest thereon from the 1st day of Jan., 1875.

94th. And for a further and separate cause of action, that the said defendant, being duly authorized by the laws of the State of Wisconsin, on or about the first day of Jan., 1873, made and executed, for value received, its negotiable coupon or interest-warrant, duly signed by the clerk of said board, of which coupon or interest-warrant the following is a copy:

$40. STATE OF WISCONSIN. $40.

The County of Wood will pay the treasurer of the Green Bay & Lake Pepin Railway Company, or to the bearer hereof, on the first day of Jan., 1875, at the Bank of North America, in the city and State of New York, forty dollars, being the semi-annual interest to that day on the bond of said county, No. 112, issued in payment for stock of said company.

L. P. POWERS,
Clerk of the County Board of Supervisors.

The said coupon or interest-warrant was, on or about said first day of Jan'y, 1873, delivered to the said payee therein named; that the plaintiff is now the lawful holder, owner, and bearer thereof; that the said defendant has not paid the same or any part thereof, and that there is now due the plaintiff thereon, from the defendant, forty dollars, with interest thereon from the 1st day of Jan., 1875.

95th. And for a further and separate cause of action, that the said defendant, being duly authorized by the laws of the State of Wisconsin, on or about the first day of Jan., 1873, made and executed, for value re-

ceiveu, its negotiable coupon or interest-warrant, duly signed by the clerk of said board, of which coupon or interest-warrant the following is a copy:

$40. STATE OF WISCONSIN. $40.

The County of Wood will pay to the treasurer of the Green Bay & Lake Pepin Railway Company, or to the bearer thereof, an the first day of Jan., 1875, at the Bank of North America, in the city and State of New York, forty dollars, being the semi-annual interest to that day on the bond of said county, No. 113, issued in payment for stock of said company.

L. P. POWERS,
Clerk of the County Board of Supervisors.

That said coupon or interest-warrant was, on or about said first day of Jan'y, 1873, delivered to the said payee therein named; that the plaintiff is now the lawful holder, owner, and bearer thereof; that the said defendant has not paid the same or any part thereof, and that there is now due the plaintiff thereon, from the defendant, forty dollars, with interest thereon from the 1st day of Jan., 1875.

96th. And for a further and separate cause of action, that the said defendant, being duly authorized by the laws of the State of Wisconsin, on or about the first day of Jan., 1873, made and executed, for value received, its negotiable coupon or interest-warrant, duly signed by the clerk of said board, of which coupon or interest-warrant the following is a copy:

$40. STATE OF WISCONSIN. $40.

The County of Wood will pay to the treasurer of the Green Bay & Lake Pepin Railway Company, or to the bearer hereof, on the first day of Jan., 1875, at the Bank of North America, in the city and State of New York, forty dollars, being the semi-annual interest to that day on the bond of said county No. 114, issued in payment for stock of said company.

L. P. POWERS,
Clerk of the County Board of Supervisors.

That said coupon or interest-warrant was, on or about said first day of Jan'y, 1873, delivered to the said payee therein named; that the plaintiff is now the lawful holder, owner, and bearer thereof; that the said defendant has not paid the same or any part thereof, and that there is now due the plaintiff thereon, from the defendant, forty dollars, with interest thereon from the 1st day of Jan., 1875.

97th. And for a further and separate cause of action, that the said defendant, being duly authorized by the laws of the State of Wisconsin, on or about the first day of Jan., 1873, made and executed, for value receiued, its negotiable coupon or interest-warrant, duly signed by the clerk of said board, of which coupon or interest-warrant the following is a copy:

$40. STATE OF WISCONSIN. $40.

The County of Wood will pay to the treasurer of the Green Bay & Lake Pepin Railway Company, or to the bearer hereof, on the first day of Jan., 1875, at the Bank of North America, in the city and State of New York, forty dollars, being the semi-annual interest to that day on the

bond of said county No. 115, issued in payment for stock of said com pany.

L. P. POWERS,
Clerk of the County Board of Supervisors.

That said coupon or interest-warrant was, on or about said first day of Jan'y, 1873, delivered to the said payee therein named; that the plaintiff is now the lawful holder, owner, and bearer thereof; that the said defendant has not paid the same or any part thereof, and that there is now due the plaintiff thereon, from the defendant, forty dollars, with interest thereon from the 1st day of Jan., 1875.

98th. And for a further and separate cause of action, that the said defendant, being duly authorized by the laws of the State of Wisconsin, on or about the first day of Jan., 1873, made and executed, for value re ceived, its negotiable coupon or interest-warrant, duly signed by the clerk of said board, of which coupon or interest-warrant the following is a copy:

$40. STATE OF WISCONSIN. $40.

The County of Wood will pay to the treasurer of the Green Bay & Lake Pepin Railway Company, or to the bearer hereof, on the first day of Jan., 1875, at the Bank of North America, in the city and State of New York, forty dollars, being the semi-annual interest to that day on the bond of said county No. 116, issued in payment for stock of said company.

L. P. POWERS,
Clerk of the County Board of Supervisors.

That said conpon or interest-warrant was, on or about said first day of Jan., 1873, delivered to the said payee therein named; that the plaintiff is now the lawful holder, owner, and bearer thereof; that the said defendant has not paid the same or any part thereof, and that there is now due the plaintiff thereon, from the defendant, forty dollars, with interest thereon from the 1st day of Jan., 1875.

20 99th. And for a further and separate cause of action, that the said defendant, being duly authorized by the laws of the State of Wisconsin, on or about the first day of Jan., 1873, made and executed, for value received, its negotiable coupon or interest-warrant, duly signed by the clerk of said board, of which coupon or interest-warrant the following is a copy:

$40. STATE OF WISCONSIN. $40.

The County of Wood will pay to the treasurer of the Green Bay & Lake Pepin Railway Company, or to the bearer hereof, on the first day of Jan., 1875, at the Bank of North America, in the city and State of New York, forty dollars, being the semi-annual interest to that day on the bond of said county No. 117, issued in payment for stock of said company.

L. P. POWERS,
Clerk of the County Board of Supervisors.

That said coupon or interest-warrant was, on or about said first day of Jan., 1873, delivered to the said payee therein named; that the

plaintiff is now the lawful holder, owner, and bearer thereof; that the said defendant has not paid the same or any part thereof, and that there is now due the plaintiff thereon, from the defendant, forty dollars, with interest thereon from the 1st day of Jan., 1875.

100th. And for a further and separate cause of action, that the said defendant, being duly authorized by the laws of the State of Wisconsin, on or about the first day of Jan., 1873, made and executed, for value received, its negotiable coupon or interest-warrant, duly signed by the clerk of said board, of which coupon or interest-warrant the following is a copy:

$40. STATE OF WISCONSIN. $40.

The County of Wood will pay to the treasurer of the Green Bay & Lake Pepin Railway Company, or to the bearer hereof, on the first day of Jan., 1875, at the Bank of North America, in the city and State of New York, forty dollars, being the semi-annual interest to that day on the bond of said county No. 118, issued in payment for stock of said company.

L. P. POWERS,
Clerk of the County Board of Supervisors.

That said coupon or interest-warrant was, on or about said first day of Jan., 1873, delivered to the said payee therein named; that the plaintiff is now the lawful holder, owner, and bearer thereof; that the said defendant has not paid the same or any part thereof, and that there is now due the plaintiff thereon, from the defendant, forty dollars, with interest thereon from the 1st day of Jan., 1875.

101st. And for a further and separate cause of action, that the said defendant, being duly authorized by the laws of the State of Wisconsin, on or about the first day of Jan., 1873, made and executed, for value received, its negotiable coupon or interest-warrant, duly signed by the clerk of said board, of which coupon or interest-warrant the following is a copy:

$40. STATE OF WISCONSIN. $40.

The County of Wood will pay to the treasurer of the Green Bay and Lake Pepin Railway Company, or to the bearer hereof, on the first day of Jan., 1875, at the Bank of North America, in the city and State of New York, forty dollars, being the semi-annual interest to that day on the bond of said county No. 119, issued in payment for stock of said company.

L. P. POWERS,
Clerk of the County Board of Supervisors.

That said coupon or interest-warrant was, on or about said first day of Jan., 1873, delivered to the said payee therein named; that the plaintiff is now the lawful holder, owner, and bearer thereof; that the said defendant has not paid the same or any part thereof, and that there is now due the plaintiff thereon, from the defendant, forty dollars, with interest thereon from the 1st day of Jan., 1875.

102nd. And for a further and separate cause of action, that the said defendant, being duly authorized by the laws of the State of Wisconsin, on or about the first day of Jan., 1873, made and executed, for value re-

ceived, its negotiable coupon or interest-warrant, duly signed by the clerk of said board, of which coupon or interest-warrant the following is a copy:

$40. STATE OF WISCONSIN. $40.

The County of Wood will pay to the treasurer of the Green Bay & Lake Pepin Railway Company, or to the bearer hereof, on the first day of Jan., 1875, at the Bank of North America, in the city and State of New York, forty dollars, being the semi-annual interest to that day on the bond of said county No. 120, issued in payment for stock of said company.

L. P. POWERS,
Clerk of the County Board of Supervisors.

That said coupon or interest-warrant was, on or about said first day of Jan., 1873, delivered to the said payee therein named; that the plaintiff is now the lawful holder, owner, and bearer thereof; that the said defendant has not paid the same or any part thereof, and that there is now due the plaintiff thereon, from the defendant, forty dollars, with interest thereon from the 1st day of Jan., 1875.

103d. And for a further and separate cause of action, that the said defendant, being duly authorized by the laws of the State of Wisconsin, on or about the first day of Jan., 1873, made and executed, for value received, its negotiable coupon or interest-warrant, duly signed by the clerk of said board, of which coupon or interest-warrant the following is a copy:

$40. STATE OF WISCONSIN. $40

The County of Wood will pay the treasurer of the Green Bay & Lake Pepin Railway Company, or to the bearer hereof, on the first day of Jan., 1875, at the Bank of North America, in the city and State of New York, forty dollars, being the semi-annual interest to that day on the bond of said county No. 121, issued in payment for stock of said company.

L. P. POWERS,
Clerk of the County Board of Supervisors.

That said coupon or interest-warrant was, on or about said first day of Jan., 1873, delivered to the said payee therein named; that the plaintiff is now the lawful holder, owner, and bearer thereof; that the said defendant has not paid the same or any part thereof, and that there is now due the plaintiff thereon, from the defendant, forty dollars, with interest thereon from the 1st day of Jan., 1875.

104th. And for a further and separate cause of action, that the said defendant, being duly authorized by the laws of the State of Wisconsin, on or about the first day of Jan., 1873, made and executed, for value received, its negotiable coupon or interest-warrant, duly signed by the clerk of said board, of which coupon or interest-warrant the following is a copy:

$40. STATE OF WISCONSIN. $40.

The County of Wood will pay to the treasurer of the Green Bay & Lake Pepin Railway Company, or to the bearer hereof, on the first day of Jan., 1875, at the Bank of North America, in the city and State of New

York, forty dollars, being the semi-annual interest to that day on the bond of said county No. 122, issued in payment for stock of said company.

L. P. POWERS,
Clerk of the County Board of Supervisors.

That said coupon or interest-warrant was, on or about said first day of Jan., 1873, delivered to the said payee therein named; that the plaintiff is now the lawful holder, owner, and bearer thereof; that the said defendant has not paid the same or any part thereof, and that there is now due the plaintiff thereon, from the defendant, forty dollars, with interest thereon from the 1st day of Jan., 1875.

105th. And for a further and separate cause of action, that the said defendant, being duly authorized by the laws of the State of Wisconsin, on or about the first day of Jan., 1873, made and executed, for value received, its negotiable coupon or interest-warrant, duly signed by the clerk of said board, of which coupon or interest-warrant the following is a copy:

$40. STATE OF WISCONSIN. $40.

The County of Wood will pay to the treasurer of the Green Bay & Lake Pepin Railway Company, or to the bearer hereof, on the first day of Jan., 1875, at the Bank of North America, in the city and State of New York, forty dollars, being the semi-annual interest to that day on the bond of said county No. 123, issued in payment for stock of said company.

L. P. POWERS,
Clerk of the County Board of Supervisors.

That said coupon or interest-warrant was, on or about said first day of Jan., 1873, delivered to the said payee therein named; that the plaintiff is now the lawful holder, owner, and bearer thereof; that the said defendant has not paid the same or any part thereof, and that there is now due the plaintiff thereon, from the defendant, forty dollars, with interest thereon from the 1st day of Jan., 1875.

106th. And for a further and separate cause of action, that the said defendant, being duly authorized by the laws of the State of Wisconsin, on or about the first day of Jan., 1873, made and executed, for value received, its negotiable coupon or interest-warrant, duly signed by the clerk of said board, of which coupon or interest-warrant the following is a copy:

$40. STATE OF WISCONSIN. $40.

The County of Wood will pay to the treasurer of the Green Bay & Lake Pepin Railway Company, or to the bearer hereof, on the first day of Jan., 1875, at the Bank of North America, in the city and State of New York, forty dollars, being the semi-annual interest to that day on the bond of said county No. 124, issued in payment for stock of said company.

L. P. POWERS,
Clerk of the County Board of Supervisors.

That said coupon or interest-warrant was, on or about said first day of Jan., 1873, delivered to the said payee therein named; that the

plaintiff is now the lawful holder, owner, and bearer thereof; that the said defendant has not paid the same or any part thereof, and that there is now due the plaintiff thereon, from the defendant, forty dollars, with interest thereon from the 1st day of Jan., 1875.

107th. And for a further and separate cause of action, that the said defendant, being duly authorized by the laws of the State of Wisconsin, on or about the first day of Jan., 1873, made and executed, for value received, its negotiable coupon or interest-warrant, duly signed by the clerk of said board, of which coupon or interest-warrant the following is a copy:

$40. STATE OF WISCONSIN. $40.

The County of Wood will pay to the treasurer of the Green Bay & Lake Pepin Railway Company, or to the bearer hereof, on the first day of Jan., 1875, at the Bank of North America, in the city and State of New York, forty dollars, being the semi-annual interest to that day on the bond of said county No. 125, issued in payment for stock of said company.

L. P. POWERS,
Clerk of the County Board of Supervisors.

That said coupon or interest-warrant was, on or about said first day of Jan., 1873, delivered to the said payee therein named; that the plaintiff is now the lawful holder, owner, and bearer thereof; that the said defendant has not paid the same or any part thereof, and that there is now due the plaintiff thereon, from the defendant, forty dollars, with interest thereon from the 1st day of Jan., 1875.

21 108th. And for a further and separate cause of action, that the said defendant, being duly authorized by the laws of the State of Wisconsin, on or about the first day of Jan., 1873, made and executed, for value received, its negotiable coupon or interest-warrant, duly signed by the clerk of said board, of which coupon or interest-warrant the following is a copy:

$40. STATE OF WISCONSIN. $40.

The County of Wood will pay to the treasurer of the Green Bay & Lake Pepin Railway Company, or to the bearer hereof, on the first day of Jan., 1875, at the Bank of North America, in the city and State of New York, forty dollars, being the semi-annual interest to that day on the bond of said county No. 126, issued for payment for stock of said company.

L. P. POWERS,
Clerk of the County Board of Supervisors.

That said coupon or interest-warrant was, on or about said first day of Jan., 1873, delivered to the said payee therein named; that the plaintiff is now the lawful holder, owner, and bearer thereof; that the said defendant has not paid the same or any part thereof, and that there s now due the plaintiff thereon, from the defendant, forty dollars, with n terest thereon from the 1st day of Jan., 1875.

109th. And for a further and separate cause of action, that the said defendant, being duly authorized by the laws of the State of Wisconsin

on or about the first day of Jan., 1873, made and executed, for value received, its negotiable coupon or interest-warrant, duly signed by the clerk of said board, of which coupon or interest-warrant the following is a copy:

$40. STATE OF WISCONSIN. $40.

The County of Wood will pay to the treasurer of the Green Bay & Lake Pepin Railway Company, or to the bearer hereof, on the first day of Jan., 1875, at the Bank of North America, in the city and State of New York, forty dollars, being the semi-annual interest to that day on the bond of said county No. 127, issued in payment for stock of said company.

L. P. POWERS,
Clerk of the County Board of Supervisors.

That said coupon or interest-warrant was, on or about said first day of Jan., 1873, delivered to the said payee therein named; that the plaintiff is now the lawful holder, owner, and bearer thereof; that the said defendant has not paid the same or any part thereof, and that there is now due the plaintiff thereon, from the defendant, forty dollars, with interest thereon from the 1st day of Jan., 1875.

110th. And for a further and separate cause of action, that the said defendant, being duly authorized by the laws of the State of Wisconsin, on or about the first day of Jan., 1873, made and executed, for value received, its negotiable coupon or interest-warrant, duly signed by the clerk of said board, of which coupon or interest-warrant the following is a copy:

$40. STATE OF WISCONSIN. $40.

The County of Wood will pay to the treasurer of the Green Bay and Lake Pepin Railway Company, or to the bearer hereof, on the first day of Jan., 1875, at the Bank of North America, in the city and State of New York, forty dollars, being the semi-annual interest to that day on the bond of said county No. 128, issued in payment for stock of said company.

L. P. POWERS,
Clerk of the County Board of Supervisors.

That said coupon or interest-warrant was, on or about said first day of Jan., 1873, delivered to the said payee therein named; that the plaintiff is now the lawful holder, owner, and bearer thereof; that the said defendant has not paid the same or any part thereof, and that there is now due the plaintiff thereon, from the defendant, forty dollars, with interest thereon from the 1st day of Jan., 1875.

111th. And for a further and separate cause of action, that the said defendant, being duly authorized by the laws of the State of Wisconsin, on or about the first day of Jan., 1873, made and executed, for value received, its negotiable coupon or interest-warrant, duly signed by the clerk of said board, of which coupon or interest-warrant the following is a copy:

$40. STATE OF WISCONSIN. $40.

The County of Wood will pay to the treasurer of the Green Bay &

Lake Pepin Railway Company, or to the bearer hereof, on the first day of Jan., 1875, at the Bank of North America, in the city and State of New York, forty dollars, being the semi-annual interest to that day on the bond of said county No. 129, issued in payment for stock of said company.

L. P. POWERS,
Clerk of the County Board of Supervisors.

That said coupon or interest-warrant was, on or about said first day of Jan., 1873, delivered to the said payee therein named; that the plaintiff is now the lawful holder, owner, and bearer thereof; that the said defendant has not paid the same or any part thereof, and that there is now due the plaintiff thereon, from the defendant, forty dollars, with interest thereon from the 1st day of Jan., 1875.

112th. And for a further and separate cause of action, that the said defendant, being duly authorized by the laws of the State of Wisconsin, on or about the first day of Jan., 1873, made and executed, for value received, its negotiable coupon or interest-warrant, duly signed by the clerk of said board, of which coupon or interest-warrant the following is a copy:

$40. STATE OF WISCONSIN. $40.

The County of Wood will pay the treasurer of the Green Bay & Lake Pepin Railway Company, or to the bearer hereof, on the first day of Jan., 1875, at the Bank of North America, in the city and State of New York, forty dollars, being the semi-annual interest to that day on the bond of said county No. 133, issued in payment for stock of said company.

L. P. POWERS,
Clerk of the County Board of Supervisors.

That said coupon or interest-warrant was, on or about said first day of Jan., 1873, delivered to the said payee therein named; that the plaintiff is now the lawful holder, owner, and bearer thereof; that the said defendant has not paid the same or any part thereof, and that there is now due the plaintiff thereon, from the defendant, forty dollars, with interest thereon from the 1st day of Jan., 1875.

113th. And for a further and separate cause of action, that the said defendant, being duly authorized by the laws of the State of Wisconsin, on or about the first day of Jan., 1873, made and executed, for value received, its negotiable coupon or interest-warrant, duly signed by the clerk of said board, of which coupon or interest-warrant the following is a copy:

$40. STATE OF WISCONSIN. $40.

The County of Wood will pay to the treasurer of the Green Bay & Lake Pepin Railway Company, or to the bearer hereof, on the first day of Jan., 1875, at the Bank of North America, in the city and State of New York, forty dollars, being the semi-annual interest to that day on the bond of said county No. 134, issued in payment for stock of said company.

L. P. POWERS,
Clerk of the County Board of Supervisors.

That said coupon or interest-warrant was, on or about said first day of Jan., 1873, delivered to the said payee therein named; that the plaintiff is now the lawful holder, owner, and bearer thereof; that the said defendant has not paid the same or any part thereof, and that there is now due the plaintiff thereon, from the defendant, forty dollars, with interest thereon from the 1st day of Jan., 1875.

114th. And for a further and separate cause of action, that the said defendant, being duly authorized by the laws of the State of Wisconsin, on or about the first day of Jan., 1873, made and executed, for value received, its negotiable coupon or interest-warrant, duly signed by the clerk of said board, of which coupon or interest-warrant the following is a copy:

$40. STATE OF WISCONSIN. $40.

The County of Wood will pay to the treasurer of the Green Bay & Lake Pepin Railway Company, or to the bearer hereof, on the first day of Jan., 1875, at the Bank of North America, in the city and State of New York, forty dollars, being the semi-annual interest to that day on the bond of said county No. 135, issued in payment for stock of said company.

L. P. POWERS,
Clerk of the County Board of Supervisors.

That said coupon or interest-warrant was, on or about said first day of Jan., 1873, delivered to the said payee therein named; that the plaintiff is now the lawful holder, owner, and bearer thereof; that the said defendant has not paid the same or any part thereof, and that there is now due the plaintiff thereon, from the defendant, forty dollars, with interest thereon from the 1st day of Jan., 1875.

115th. And for a further and separate cause of action, that the said defendant, being duly authorized by the laws of the State of Wisconsin, on or about the first day of Jan., 1873, made and executed, for value received, its negotiable coupon or interest-warrant, duly signed by the clerk of said board, of which coupon or interest-warrant the following is a copy:

$40. STATE OF WISCONSIN. $40.

The County of Wood will pay to the treasurer of the Green Bay & Lake Pepin Railway Company, or to the bearer hereof, on the first day of Jan., 1875, at the Bank of North America, in the city and State of New York, forty dollars, being the semi-annual interest to that day on the bond of said county, No. 136, issued in payment for stock of said company.

L. P. POWERS,
Clerk of the County Board of Supervisors.

That said coupon or interest-warrant was, on or about said first day of Jan., 1873, delivered to the said payee therein named; that the plaintiff is now the lawful holder, owner, and bearer thereof; that the said defendant has not paid the same or any part thereof, and that there is now due the plaintiff thereon, from the defendant, forty dollars, with interest thereon from the 1st day of Jan., 1875.

116th. And for a further and separate cause of action, that the said defendant, being duly authorized by the laws of the State of Wisconsin, on or about the first day of Jan., 1873, made and executed, for value received, its negotiable coupon or interest-warrant, duly signed by the clerk of said board, of which coupon or interest-warrant the following is a copy:

$40. STATE OF WISCONSIN. $40.

The County of Wood will pay to the treasurer of the Green Bay & Lake Pepin Railway Company, or to the bearer hereof, on the first day of Jan., 1875, at the Bank of North America, in the city and State of New York, forty dollars, being the semi-annual interest to that day on the bond of said county No. 137, issued in payment for stock of said company.

L. P. POWERS,
Clerk of the County Board of Supervisors.

That said coupon or interest-warrant was, on or about said first day of Jan., 1873, delivered to the said payee therein named; that the plaintiff is now the lawful holder, owner, and bearer thereof; that the said defendant has not paid the same or any part thereof, and that there is now due the plaintiff thereon, from the defendant, forty dollars, with interest thereon from the 1st day of Jan., 1875.

22 117th. And for a further and separate cause of action, that the said defendant, being duly authorized by the laws of the State of Wisconsin, on or about the first day of Jan., 1873, made and executed, for value received, its negotiable coupon or interest-warrant, duly signed by the clerk of said board, of which coupon or interest-warrant the following is a copy:

$40. STATE OF WISCONSIN. $40

The County of Wood will pay to the treasurer of the Green Bay & Lake Pepin Railway Company, or to the bearer hereof, on the first day of Jan., 1875, at the Bank of North America, in the city and State of New York, forty dollars, being the semi-annual interest to that day on the bond of said county No. 138, issued in payment for stock of said company.

L. P. POWERS,
Clerk of the County Board of Supervisors.

That said coupon or interest-warrant was, on or about said first day of Jan., 1873, delivered to the said payee therein named; that the plaintiff is now the lawful holder, owner, and bearer thereof; that the said defendant has not paid the same or any part thereof, and that there is now due the plaintiff thereon, from the defendant, forty dollars, with interest thereon from the 1st day of Jan., 1875.

118th. And for a further and separate cause of action, that the said defendant, being duly authorized by the laws of the State of Wisconsin, on or about the first day of Jan., 1873, made and executed, for value received, its negotiable coupon or interest-warrant, duly signed by the clerk of said board, of which coupon or interest-warrant the following is a copy:

$40. STATE OF WISCONSIN. $40.

The County of Wood will pay to the treasurer of the Green Bay & Lake Pepin Railway Company, or to the bearer hereof, on the first day of Jan., 1875, at the Bank of North America, in the city and State of New York, forty dollars, being the semi-annual interest to that day on the bond of said county No. 143, issued in payment for stock of said company.

L. P. POWERS,
Clerk of the County Board of Supervisors.

That said coupon or interest-warrant was, on or about said first day of Jan., 1873, delivered to the said payee therein named; that the plaintiff is now the lawful holder, owner, and bearer thereof; that the said defendant has not paid the same or any part thereof, and that there is now due the plaintiff thereon, from the defendant, forty dollars, with interest thereon from the 1st day of Jan., 1875.

119th. And for a further and separate cause of action, that the said defendant, being duly authorized by the laws of the State of Wisconsin, on or about the first day of Jan., 1873, made and executed, for value received, its negotiable coupon or interest-warrant, duly signed by the clerk of said board, of which coupon or interest-warrant the following is a copy:

$40. STATE OF WISCONSIN. $40.

The County of Wood will pay to the treasurer of the Green Bay and Lake Pepin Railway Company, or to the bearer hereof, on the first day of Jan., 1875, at the Bank of North America, in the city and State of New York, forty dollars, being the semi-annual interest to that day on the bond of said county No. 142, issued in payment for stock of said company.

L. P. POWERS,
Clerk of the County Board of Supervisors.

That said coupon or interest-warrant was, on or about said first day of Jan., 1873, delivered to the said payee therein named; that the plaintiff is now the lawful holder, owner, and bearer thereof; that the said defendant has not paid the same or any part thereof, and that there is now due the plaintiff thereon, from the defendant, forty dollars, with interest thereon from the 1st day of Jan., 1875.

120th. And for a further and separate cause of action, that the said defendant, being duly authorized by the laws of the State of Wisconsin, on or about the first day of Jan., 1873, made and executed, for value received, its negotiable coupon or interest-warrant, duly signed by the clerk of said board, of which coupon or interest-warrant the following is a copy:

$40. STATE OF WISCONSIN. $40.

The County of Wood will pay to the treasurer of the Green Bay & Lake Pepin Railway Company, or to the bearer hereof, on the first day of Jan., 1875, at the Bank of North America, in the city and State of New York, forty dollars, being the semi-annual interest to that day on

the bond of said county No. 141, issued in payment for stock of said company.

L. P. POWERS,
Clerk of the County Board of Supervisors.

That said coupon or interest-warrant was, on or about said first day of Jan., 1873, delivered to the said payee therein named; that the plaintiff is now the lawful holder, owner, and bearer thereof; that the said defendant has not paid the same or any part thereof, and that there is now due the plaintiff thereon, from the defendant, forty dollars, with interest thereon from the 1st day of Jan., 1875.

121st. And for a further and separate cause of action, that the said defendant, being duly authorized by the laws of the State of Wisconsin, on or about the first day of Jan., 1873, made and executed, for value received, its negotiable coupon or interest-warrant, duly signed by the clerk of said board, of which coupon or interest-warrant the following is a copy:

$40. STATE OF WISCONSIN. $40.

The County of Wood will pay the treasurer of the Green Bay & Lake Pepin Railway Company, or to the bearer hereof, on the first day of Jan., 1875, at the Bank of North America, in the city and State of New York, forty dollars, being the semi-annual interest to that day on the bond of said county No. 140, issued in payment for stock of said company.

L. P. POWERS,
Clerk of the County Board of Supervisors.

That said coupon or interest-warrant was, on or about said first day of Jan., 1873, delivered to the said payee therein named; that the plaintiff is now the lawful holder, owner, and bearer thereof; that the said defendant has not paid the same or any part thereof, and that there is now due the plaintiff thereon, from the defendant, forty dollars, with interest thereon from the 1st day of Jan., 1875.

122d. And for a further and separate cause of action, that the said defendant, being duly authorized by the laws of the State of Wisconsin, on or about the first day of Jan., 1873, made and executed, for value received, its negotiable coupon or interest-warrant, duly signed by the clerk of said board, of which coupon or interest-warrant the following is a copy:

$40. STATE OF WISCONSIN. $40.

The County of Wood will pay to the treasurer of the Green Bay & Lake Pepin Railway Company, or to the bearer hereof, on the first day of July, 1875, at the Bank of North America, in the city and State of New York, forty dollars, being the semi-annual interest to that day on the bond of said county, No. 101, issued in payment for stock of said company.

L. P. POWERS,
Clerk of the County Board of Supervisors.

That said coupon or interest-warrant was, on or about said first day of Jan., 1873, delivered to the said payee therein named; that the plaintiff

is now the lawful holder, owner, and bearer thereof; that the said defendant has not paid the same or any part thereof, and that there is now due the plaintiff thereon, from the defendant, forty dollars, with interest thereon from the 1st day of July, 1875.

123d. And for a further and separate cause of action, that the said defendant, being duly authorized by the laws of the State of Wisconsin, on or about the first day of Jan., 1873, made and executed, for value received, its negotiable coupon or interest-warrant, duly signed by the clerk of said board, of which coupon or interest-warrant the following is a copy:

$40. STATE OF WISCONSIN. $40.

The County of Wood will pay to the treasurer of the Green Bay & Lake Pepin Railway Company, or to the bearer hereof, on the first day of July, 1875, at the Bank of North America, in the city and State of New York, forty dollars, being the semi-annual interest to that day on the bond of said county No. 102, issued in payment for stock of said company.

L. P. POWERS,
Clerk of the County Board of Supervisors.

That said coupon or interest-warrant was, on or about said first day of Jan., 1873, delivered to the said payee therein named; that the plaintiff is now the lawful holder, owner, and bearer thereof; that the said defendant has not paid the same or any part thereof, and that there is now due the plaintiff thereon, from the defendant, forty dollars, with interest thereon from the 1st day of July, 1875.

124th. And for a further and separate cause of action, that the said defendant, being duly authorized by the laws of the State of Wisconsin, on or about the first day of Jan., 1873, made and executed, for value received, its negotiable coupon or interest-warrant, duly signed by the clerk of said board, of which coupon or interest-warrant the following s a copy:

$40. STATE OF WISCONSIN. $40.

The County of Wood will pay to the treasurer of the Green Bay & Lake Pepin Railway Company, or to the bearer hereof, on the first day of July, 1875, at the Bank of North America, in the city and State of New York, forty dollars, being the semi-annual interest to that day on the bond of said county No. 103, issued in payment for stock of said company.

L. P. POWERS,
Clerk of the County Board of Supervisors.

That said coupon or interest-warrant was, on or about said first day of Jan., 1873, delivered to the said payee therein named; that the plaintiff is now the lawful holder, owner, and bearer thereof; that the said defendant has not paid the same or any part thereof, and that there is now due the plaintiff thereon, from the defendant, forty dollars, with interest thereon from the 1st day of July, 1875.

125. And for a further and separate cause of action, that the said

defendant, being duly authorized by the laws of the State of Wisconsin, on or about the first day of Jan., 1873, made and executed, for value received, its negotiable coupon or interest-warrant, duly signed by the clerk of said board, of which coupon or interest-warrant the following is a copy:

$40. STATE OF WISCONSIN. $40.

The County of Wood will pay to the treasurer of the Green Bay & Lake Pepin Railway Company, or to the bearer hereof, on the first day of July, 1875, at the Bank of North America, in the city and State of New York, forty dollars, being the semi-annual interest to that day on the bond of said county No. 104, issued in payment for stock of said company.

L. P. POWERS,
Clerk of the County Board of Supervisors.

That said coupon or interest-warrant was, on or about said first day of Jan., 1873, delivered to the said payee therein named; that the plaintiff is now the lawful holder, owner, and bearer thereof; that the said defendant has not paid the same or any part thereof, and that there is now due the plaintiff thereon, from the defendant, forty dollars, with interest thereon from the 1st day of July, 1875.

23 126th. And, for a further and separate cause of action, that the said defendant, being duly authorized by the laws of the State of Wisconsin, on or about the first day of Jan., 1873, made and executed, for value received, its negotiable coupon or interest-warrant, duly signed by the clerk of said board; of which coupon or interest-warrant the following is a copy:

$40. STATE OF WISCONSIN. $40.

The County of Wood will pay to the treasurer of the Green Bay & Lake Pepin Railway Company, or to the bearer hereof, on the first day of July, 1875, at the Bank of North America, in the city and State of New York, forty dollars, being the semi-annual interest to that day on the bond of said county No. 105, issued in payment for stock of said company.

L. P. POWERS,
Clerk of the County Board of Supervisors.

That said coupon or interest-warrant was, on or about said first day of Jan., 1873, delivered to the said payee therein named; that the plaintiff is now the lawful holder, owner, and bearer thereof; that the said defendant has not paid the same or any part thereof, and that there is now due the plaintiff thereon, from the defendant, forty dollars, with interest thereon from the 1st day of July, 1875.

127th. And, for a further and separate cause of action, that the said defendant, being duly authorized by the laws of the State of Wisconsin, on or about the first day of Jan., 1873, made and executed, for value received, its negotiable coupon or interest-warrant, duly signed by the clerk of said board; of which coupon or interest-warrant the following is a copy:

$40. STATE OF WISCONSIN. $40.

The County of Wood will pay to the treasurer of the Green Bay & Lake Pepin Railway Company, or to the bearer hereof, on the first day of July, 1875, at the Bank of North America, in the city and State of New York, forty dollars, being the semi-annual interest to that day on the bond of said county No. 110, issued in payment for stock of said company.

L. P. POWERS,
Clerk of the County Board of Supervisors.

That said coupon or interest-warrant was, on or about said first day of Jan., 1873, delivered to the said payee therein named; that the plaintiff is now the lawful holder, owner, and bearer thereof; that the said defendant has not paid the same or any part thereof, and that there is now due the plaintiff thereon, from the defendant, forty dollars, with interest thereon from the 1st day of July, 1875.

128th. And, for a further and separate cause of action, that the said defendant, being duly authorized by the laws of the State of Wisconsin, on or about the first day of Jan., 1873, made and executed, for value received, its negotiable coupon or interest-warrant, duly signed by the clerk of said board; of which coupon or interest-warrant the following is a copy:

$40. STATE OF WISCONSIN. $40.

The County of Wood will pay to the treasurer of the Green Bay & Lake Pepin Railway Company, or to the bearer hereof, on the first day of July, 1875, at the Bank of North America, in the city and State of New York, forty dollars, being the semi-annual interest to that day on the bond of said county No. 111, issued in payment for stock of said company.

L. P. POWERS,
Clerk of the County Board of Supervisors.

That said coupon or interest-warrant was, on or about said first day of Jan., 1873, delivered to the said payee therein named; that the plaintiff is now the lawful holder, owner, and bearer thereof; that the said defendant has not paid the same or any part thereof, and that there is now due the plaintiff thereon, from the defendant, forty dollars, with interest thereon from the 1st day of July, 1875.

129th. And, for a further and separate cause of action, that the said defendant, being duly authorized by the laws of the State of Wisconsin, on or about the first day of Jan., 1873, made and executed, for value received, its negotiable coupon or interest-warrant, duly signed by the clerk of said board; of which coupon or interest-warrant the following is a copy:

$40. STATE OF WISCONSIN. $40.

The County of Wood will pay to the treasurer of the Green Bay & Lake Pepin Railway Company, or to the bearer hereof, on the first day of July, 1875, at the Bank of North America, in the city and State of New York, forty dollars, being the semi-annual interest to that day on

the bond of said county No. 112, issued in payment for stock of said company.

L. P. POWERS,
Clerk of the County Board of Supervisors.

That said coupon or interest-warrant was, on or about said first day of Jan., 1873, delivered to the said payee therein named; that the plaintiff is now the lawful holder, owner, and bearer thereof; that the said defendant has not paid the same or any part thereof, and that there is now due the plaintiff thereon, from the defendant, forty dollars, with interest thereon from the 1st day of July, 1875.

130th. And, for a further and separate cause of action, that the said defendant, being duly authorized by the laws of the State of Wisconsin, on or about the first day of Jan., 1873, made and executed, for value received, its negotiable coupon or interest-warrant, duly signed by the clerk of said board; of which coupon and interest-warrant the following is a copy:

$40. STATE OF WISCONSIN. $40.

The County of Wood will pay to the treasurer of the Green Bay & Lake Pepin Railway Company, or to the bearer hereof, on the first day of July, 1875, at the Bank of North America, in the city and State of New York, forty dollars, being the semi-annual interest to that day on the bond of said county No. 113, issued in payment for stock of said company.

L. P. POWERS,
Clerk of the County Board of Supervisors.

That said coupon or interest-warrant was, on or about said first day of Jan., 1873, delivered to the said payee therein named; that the plaintiff is now the lawful holder, owner, and bearer thereof; that the said defendant has not paid the same or any part thereof, and that there is now due the plaintiff thereon, from the defendant, forty dollars, with interest thereon from the 1st day of July, 1875.

131st. And, for a further and separate cause of action, that the said defendant, being duly authorized by the laws of the State of Wisconsin, on or about the first day of Jan., 1873, made and executed, for value received, its negotiable coupon or interest-warrant, duly signed by the clerk of said board; of which coupon or interest-warrant the following is a copy:

$40. STATE OF WISCONSIN. $40.

The County of Wood will pay to the treasurer of the Green Bay & Lake Pepin Railway Company, or to the bearer hereof, on the first day of July, 1875, at the Bank of North America, in the city and State of New York, forty dollars, being the semi-annual interest to that day on the bond of said county No. 114, issued in payment for stock of said company.

L. P. POWERS,
Clerk of the County Board of Supervisors.

That said coupon or interest-warrant was, on or about said first day

of Jan., 1873, delivered to the said payee therein named; that the plaintiff is now the lawful holder, owner, and bearer thereof; that the said defendant has not paid the same or any part thereof, and that there is now due the plaintiff thereon, from the defendant, forty dollars, with interest thereon from the 1st day of July, 1875.

132d. And, for a further and separate cause of action, that the said defendant, being duly authorized by the laws of the State of Wisconsin, on or about the first day of Jan., 1873, made and executed, for value received, its negotiable coupon or interest-warrant, duly signed by the clerk of said board; of which coupon or interest-warrant the following is a copy:

$40. STATE OF WISCONSIN. $40.

The County of Wood will pay to the treasurer of the Green Bay & Lake Pepin Railway Company, or to the bearer hereof, on the first day of July, 1875, at the Bank of North America, in the city and State of New York, forty dollars, being the semi-annual interest to that day on the bond of said county No. 115, issued in payment for stock of said company.

L. P. POWERS,
Clerk of the County Board of Supervisors.

That said coupon or interest-warrant was, on or about said first day of Jan., 1873, delivered to the said payee therein named; that the plaintiff is now the lawful holder, owner, and bearer thereof; that the said defendant has not paid the same or any part thereof, and that there is now due the plaintiff thereon, from the defendant, forty dollars, with interest thereon from the 1st day of July, 1875.

133d. And, for a further and separate cause of action, that the said defendant, being duly authorized by the laws of the State of Wisconsin, on or about the first day of Jan., 1873, made and executed, for value received, its negotiable coupon or interest-warrant, duly signed by the clerk of said board; of which coupon or interest-warrant the following is a copy:

$40. STATE OF WISCONSIN. $40.

The County of Wood will pay to the treasurer of the Green Bay & Lake Pepin Railway Company, or to the bearer hereof, on the first day of July, 1875, at the Bank of North America, in the city and State of New York, forty dollars, being the semi-annual interest to that day on the bond of said county No. 116, issued in payment for stock of said company.

L. P. POWERS,
Clerk of the County Board of Supervisors.

That said coupon or interest-warrant was, on or about said first day of Jan., 1873, delivered to the said payee therein named; that the plaintiff is now the lawful holder, owner, and bearer thereof; that the said defendant has not paid the same or any part thereof, and that there is now due the plaintiff thereon, from the defendant, forty dollars, with interest thereon from the 1st day of July, 1875.

134th. And, for a further and separate cause of action, that the said defendant, being duly authorized by the laws of the State of Wisconsin, on or about the first day of Jan., 1873, made and executed, for value received, its negotiable coupon or interest-warrant, duly signed by the clerk of said board; of which coupon or interest-warrant the following is a copy:

$40. STATE OF WISCONSIN. $40.

The County of Wood will pay to the treasurer of the Green Bay & Lake Pepin Railway Company, or to the bearer hereof, on the first day of July, 1875, at the Bank of North America, in the city and State of New York, forty dollars, being the semi-annual interest to that day on the bond of said county No. 124, issued in payment for stock of said company.

L. P. POWERS,
Clerk of the County Board of Supervisors.

That said coupon or interest-warrant was, on or about said first day of Jan., 1873, delivered to the said payee therein named; that the plaintiff is now the lawful holder, owner, and bearer thereof; that the said defendant has not paid the same or any part thereof, and that there is now due the plaintiff thereon, from the defendant, forty dollars, with interest thereon from the 1st day of July, 1875.

24 135th. And, for a further and separate cause of action, that the said defendant, being duly authorized by the laws of the State of Wisconsin, on or about the first day of Jan., 1873, made and executed, for value received, its negotiable coupon or interest-warrant, duly signed by the clerk of said board; of which coupon or interest-warrant the following is a copy:

$40. STATE OF WISCONSIN. $40.

The County of Wood will pay to the treasurer of the Green Bay & Lake Pepin Railway Company, or to the bearer hereof, on the first day of July, 1875, at the Bank of North America, in the city and State of New York, forty dollars, being the semi-annual interest to that day on the bond of said county No. 123, issued in payment for stock of said company.

L. P. POWERS,
Clerk of the County Board of Supervisors.

That said coupon or interest-warrant was, on or about said first day of Jan., 1873, delivered to the said payee therein named; that the plaintiff is now the lawful holder, owner, and bearer thereof; that the said defendant has not paid the same or any part thereof, and that there is now due the plaintiff thereon, from the defendant, forty dollars, with interest thereon from the 1st day of July, 1875.

136th. And, for a further and separate cause of action, that the said defendant, being duly authorized by the laws of the State of Wisconsin, on or about the first day of Jan., 1873, made and executed, for value received, its negotiable coupon or interest-warrant, duly signed by the clerk of said board; of which coupon or interest-warrant the following is a copy:

$40. STATE OF WISCONSIN. $40.

The County of Wood will pay to the treasurer of the Green Bay & Lake Pepin Railway Company, or to the bearer hereof, on the first day of July, 1875, at the Bank of North America, in the city and State of New York, forty dollars, being the semi-annual interest to that day on the bond of said county No. 122, issued in payment for stock of said company.

L. P. POWERS,
Clerk of the County Board of Supervisors.

That said coupon or interest-warrant was, on or about said first day of Jan., 1873, delivered to the said payee therein named; that the plaintiff is now the lawful holder, owner, and bearer thereof; that the said defendant has not paid the same or any part thereof, and that there is now due the plaintiff thereon, from the defendant, forty dollars, with interest thereon from the 1st day of July, 1875.

137th. And, for a further and separate cause of action, that the said defendant, being duly authorized by the laws of the State of Wisconsin, on or about the first day of Jan., 1873, made and executed, for value received, its negotiable coupon or interest-warrant, duly signed by the clerk of said board; of which coupon or interest-warrant the following is a copy:

$40. STATE OF WISCONSIN. $40.

The County of Wood will pay to the treasurer of the Green Bay & Lake Pepin Railway Company, or to the bearer hereof, on the first day of July, 1875, at the Bank of North America, in the city and State of New York, forty dollars, being the semi-annual interest to that day on the bond of said county No. 121, issued in payment for stock of said company.

L. P. POWERS,
Clerk of the County Board of Supervisors.

That said coupon or interest-warrant was, on or about said first day of Jan., 1873, delivered to the said payee therein named; that the plaintiff is now the lawful holder, owner, and bearer thereof; that the said defendant has not paid the same or any part thereof, and that there is now due the plaintiff thereon, from the defendant, forty dollars, with interest thereon from the 1st day of July, 1875.

138th. And, for a further and separate cause of action, that the said defendant, being duly authorized by the laws of the State of Wisconsin, on or about the first day of Jan., 1873, made and executed, for value received, its negotiable coupon or interest-warrant, duly signed by the clerk of said board, of which coupon or interest-warrant the following is a copy:

$40. STATE OF WISCONSIN. $40.

The County of Wood will pay to the treasurer of the Green Bay & Lake Pepin Railway Company, or to the bearer hereof, on the first day of July, 1875, at the Bank of North America, in the city and State of New York, forty dollars, being the semi-annual interest to that day on

the bond of said county No. 120, issued in payment for stock of said company.

L. P. POWERS,
Clerk of the County Board of Supervisors.

That said coupon or interest-warrant was, on or about said first day of Jan., 1873, delivered to the said payee therein named; that the plaintiff is now the lawful holder, owner, and bearer thereof; that the said defendant has not paid the same or any part thereof, and that there is now due the plaintiff thereon, from the defendant, forty dollars, with interest thereon from the 1st day of July, 1875.

139th. And, for a further and separate cause of action, that the said defendant, being duly authorized by the laws of the State of Wisconsin, on or about the first day of Jan., 1873, made and executed, for value received, its negotiable coupon or interest-warrant, duly signed by the clerk of said board, of which coupon or interest-warrant the following is a copy:

$40. STATE OF WISCONSIN. $40

The County of Wood will pay the treasurer of the Green Bay & Lake Pepin Railway Company, or to the bearer hereof, on the first day of July, 1875, at the Bank of North America, in the city and State of New York, forty dollars, being the semi-annual interest to that day on the bond of said county No. 119, issued in payment for stock of said company.

L. P. POWERS,
Clerk of the County Board of Supervisors.

That said coupon or interest-warrant was, on or about said first day of Jan., 1873, delivered to the said payee therein named; that the plaintiff is now the lawful holder, owner, and bearer thereof; that the said defendant has not paid the same or any part thereof, and that there is now due the plaintiff thereon, from the defendant, forty dollars, with interest thereon from the 1st day of July, 1875.

140th. And, for a further and separate cause of action, that the said defendant, being duly authorized by the laws of the State of Wisconsin, on or about the first day of Jan., 1873, made and executed, for value receiveu, its negotiable coupon or interest-warrant, duly signed by the clerk of said board, of which coupon or interest-warrant the following is a copy:

$40. STATE OF WISCONSIN. $40.

The County of Wood will pay to the treasurer of the Green Bay & Lake Pepin Railway Company, or to the bearer hereof, an the first day of July, 1875, at the Bank of North America, in the city and State of New York, forty dollars, being the semi-annual interest to that day on the bond of said county No. 118, issued in payment for stock of said company.

L. P. POWERS,
Clerk of the County Board of Supervisors.

That said coupon or interest-warrant was, on or about said first day

of Jan., 1873, delivered to the said payee therein named; that the plaintiff is now the lawful holder, owner, and bearer thereof; that the said defendant has not paid the same or any part thereof, and that there is now due the plaintiff thereon, from the defendant, forty dollars, with interest thereon from the 1st day of July, 1875.

141st. And, for a further and separate cause of action, that the said defendant, being duly authorized by the laws of the State of Wisconsin, on or about the first day of Jan., 1873, made and executed, for value received, its negotiable coupon or interest-warrant, duly signed by the clerk of said board, of which coupon or interest-warrant the following is a copy:

$40. STATE OF WISCONSIN. $40.

The County of Wood will pay to the treasurer of the Green Bay & Lake Pepin Railway Company, or to the bearer hereof, on the first day of July, 1875, at the Bank of North America, in the city and State of New York, forty dollars, being the semi-annual interest to that day on the bond of said county No. 117, issued in payment for stock of said company.

L. P. POWERS,
Clerk of the County Board of Supervisors.

That said coupon or interest-warrant was, on or about said first day of Jan., 1873, delivered to the said payee therein named; that the plaintiff is now the lawful holder, owner, and bearer thereof; that the said defendant has not paid the same or any part thereof, and that there is now due the plaintiff thereon, from the defendant, forty dollars, with interest thereon from the 1st day of July, 1875.

142d. And, for a further and separate cause of action, that the said defendant, being duly authorized by the laws of the State of Wisconsin, on or about the first day of Jan., 1873, made and executed, for value received, its negotiable coupon or interest-warrant, duly signed by the clerk of said board, of which coupon or interest-warrant the following is a copy:

$40. STATE OF WISCONSIN. $40.

The County of Wood will pay to the treasurer of the Green Bay & Lake Pepin Railway Company, or to the bearer hereof, on the first day of July, 1875, at the Bank of North America, in the city and State of New York, forty dollars, being the semi-annual interest to that day on the bond of said county No. 125, issued in payment for stock of said company.

L. P. POWERS,
Clerk of the County Board of Supervisors.

That said coupon or interest-warrant was, on or about said first day of Jan., 1873, delivered to the said payee therein named; that the plaintiff is now the lawful holder, owner, and bearer thereof; that the said defendant has not paid the same or any part thereof, and that there is now due the plaintiff thereon, from the defendant, forty dollars, with interest thereon from the 1st day of July, 1875.

143d. And, for a further and separate cause of action, that the said defendant, being duly authorized by the laws of the State of Wisconsin, on or about the first day of Jan., 1873, made and executed, for value received, its negotiable coupon or interest-warrant, duly signed by the clerk of said board, of which coupon or interest-warrant the following is a copy:

$40. STATE OF WISCONSIN. $40.

The County of Wood will pay to the treasurer of the Green Bay & Lake Pepin Railway Company, or to the bearer hereof, on the first day of July, 1875, at the Bank of North America, in the city and State of New York, forty dollars, being the semi-annual interest to that day on the bond of said county No. 133, issued in payment for stock of said company.

L. P. POWERS,
Clerk of the County Board of Supervisors.

That said coupon or interest-warrant was, on or about said first day of Jan., 1873, delivered to the said payee therein named; that the plaintiff is now the lawful holder, owner, and bearer thereof; that the said defendant has not paid the same or any part thereof, and that there is now due the plaintiff thereon, from the defendant, forty dollars, with interest thereon from the 1st day of July, 1875.

144th. And for a further and separate cause of action, that the said defendant, being duly authorized by the laws of the State of Wisconsin, on or about the first day of Jan., 1873, made and executed, for value received, its negotiable coupon or interest-warrant, duly signed by the clerk of said board, of which coupon or interest-warrant the following is a copy:

$40. STATE OF WISCONSIN. $40.

The County of Wood will pay to the treasurer of the Green Bay & Lake Pepin Railway Company, or to the bearer hereof, on the first day July, 1875, at the Bank of North America, in the city and State of New York, forty dollars, being the semi-annual interest to that day on the bond of said county No. 129, issued in payment for stock of said company.

L. P. POWERS,
Clerk of the County Board of Supervisors.

That said coupon or interest-warrant was, on or about said first day of Jan., 1873, delivered to the said payee therein named; that the plaintiff is now the lawful holder, owner, and bearer thereof; that the said defendant has not paid the same or any part thereof, and that there is now due the plaintiff thereon, from the defendant, forty dollars, with interest thereon from the 1st day of July, 1875.

145th. And for a further and separate cause of action, that the said defendant, being duly authorized by the laws of the State of Wisconsin, on or about the first day of Jan., 1873, made and executed, for value received, its negotiable coupon or interest-warrant, duly signed by the clerk of said board, of which coupon or interest-warrant the following is a copy:

$40. STATE OF WISCONSIN. $40.

The County of Wood will pay to the treasurer of the Green Bay & Lake Pepin Railway Company, or to the bearer hereof, on the first day of July, 1875, at the Bank of North America, in the city and State of New York, forty dollars, being the semi-annual interest to that day on the bond of said county No. 128, issued in payment for stock of said company.

L. P. POWERS,
Clerk of the County Board of Supervisors.

That said coupon or interest-warrant was, on or about said first day of Jan., 1873, delivered to the said payee therein named; that the plaintiff is now the lawful holder, owner, and bearer thereof; that the said defendant has not paid the same or any part thereof, and that there is now due the plaintiff thereon, from the defendant, forty dollars, with interest thereon from the 1st day of July, 1875.

146th. And for a further and separate cause of action, that the said defendant, being duly authorized by the laws of the State of Wisconsin, on or about the first day of Jan., 1873, made and executed, for value received, its negotiable coupon or interest-warrant, duly signed by the clerk of said board, of which coupon or interest-warrant the following is a copy:

$40. STATE OF WISCONSIN. $40.

The County of Wood will pay to the treasurer of the Green Bay and Lake Pepin Railway Company, or to the bearer hereof, on the first day of July, 1875, at the Bank of North America, in the city and State of New York, forty dollars, being the semi-annual interest to that day on the bond of said county No. 127, issued in payment for stock of said company.

L. P. POWERS,
Clerk of the County Board of Supervisors.

That said coupon or interest-warrant was, on or about said first day of Jan., 1873, delivered to the said payee therein named; that the plaintiff is now the lawful holder, owner, and bearer thereof; that the said defendant has not paid the same or any part thereof, and that there is now due the plaintiff thereon, from the defendant, forty dollars, with interest thereon from the 1st day of July, 1875.

147th. And for a further and separate cause of action, that the said defendant, being duly authorized by the laws of the State of Wisconsin, on or about the first day of Jan., 1873, made and executed, for value received, its negotiable coupon or interest-warrant, duly signed by the clerk of said board, of which coupon or interest-warrant the following is a copy:

$40. STATE OF WISCONSIN. $40.

The County of Wood will pay to the treasurer of the Green Bay & Lake Pepin Railway Company, or to the bearer hereof, on the first day of July, 1875, at the Bank of North America, in the city and State of New York, forty dollars, being the semi-annual interest to that day on

the bond of said county No. 126, issued in payment for stock of said company.

L. P. POWERS,
Clerk of the County Board of Supervisors.

That said coupon or interest-warrant was, on or about said first day of Jan., 1873, delivered to the said payee therein named; that the plaintiff is now the lawful holder, owner, and bearer thereof; that the said defendant has not paid the same or any part thereof, and that there is now due the plaintiff thereon, from the defendant, forty dollars, with interest thereon from the 1st day of July, 1875.

148th. And for a further and separate cause of action, that the said defendant, being duly authorized by the laws of the State of Wisconsin, on or about the first day of Jan., 1873, made and executed, for value received, its negotiable coupon or interest-warrant, duly signed by the clerk of said board, of which coupon or interest-warrant the following is a copy:

$40. STATE OF WISCONSIN. $40.

The County of Wood will pay the treasurer of the Green Bay & Lake Pepin Railway Company, or to the bearer hereof, on the first day of July, 1875, at the Bank of North America, in the city and State of New York, forty dollars, being the semi-annual interest to that day on the bond of said county No. 143, issued in payment for stock of said company.

L. P. POWERS,
Clerk of the County Board of Supervisors.

The said coupon or interest-warrant was, on or about said first day of Jan., 1873, delivered to the said payee therein named; that the plaintiff is now the lawful holder, owner, and bearer thereof; that the said defendant has not paid the same or any part thereof, and that there is now due the plaintiff thereon, from the defendant, forty dollars, with interest thereon from the 1st day of July, 1875.

149th. And for a further and separate cause of action, that the said defendant, being duly authorized by the laws of the State of Wisconsin, or or about the first day of Jan., 1873, made and executed, for value receive*u*, its negotiable coupon or interest-warrant, duly signed by the clerk of said board, of which coupon or interest-warrant the following is a copy:

$40. STATE OF WISCONSIN. $40.

The County of Wood will pay to the treasurer of the Green Bay & Lake Pepin Railway Company, or to the bearer hereof, *a*n the first day of July, 1875, at the Bank of North America, in the city and State of New York, forty dollars, being the semi-annual interest to that day on the bond of said county No. 138, issued in payment for stock of said company.

L. P. POWERS,
Clerk of the County Board of Supervisors.

That said coupon or interest-warrant was, on or about the first day of

Jan., 1873, delivered to the said payee therein named; that the plaintiff is now the lawful holder, owner, and bearer thereof; that the said defendant has not paid the same or any part thereof, and that there is now due the plaintiff thereon, from the defendant, forty dollars, with interest thereon from the 1st day of July, 1875.

150th. And for a further and separate cause of action, that the said defendant, being duly authorized by the laws of the State of Wisconsin, on or about the first day of Jan., 1873, made and executed, for value received, its negotiable coupon or interest-warrant, duly signed by the clerk of said board, of which coupon or interest-warrant the following is a copy:

$40. STATE OF WISCONSIN. $40.

The County of Wood will pay to the treasurer of the Green Bay & Lake Pepin Railway Company, or to the bearer hereof, on the first day of July, 1875, at the Bank of North America, in the city and State of New York, forty dollars, being the semi-annual interest to that day on the bond of said county No. 137, issued in payment for stock of said company.

L. P. POWERS,
Clerk of the County Board of Supervisors.

That said coupon or interest-warrant was, on or about said first day of Jan., 1873, delivered to the said payee therein named; that the plaintiff is now the lawful holder, owner, and bearer thereof; that the said defendant has not paid the same or any part thereof, and that there is now due the plaintiff thereon, from the defendant, forty dollars, with interest thereon from the 1st day of July, 1875.

151st. And for a further and separate cause of action, that the said defendant, being duly authorized by the laws of the State of Wisconsin, on or about the first day of Jan., 1873, made and executed, for value received, its negotiable coupon or interest-warrant, duly signed by the clerk of said board, of which coupon or interest-warrant the following is a copy:

$40. STATE OF WISCONSIN. $40.

The County of Wood will pay to the treasurer of the Green Bay & Lake Pepin Railway Company, or to the bearer hereof, on the first day of July, 1875, at the Bank of North America, in the city and State of New York, forty dollars, being the semi-annual interest to that day on the bond of said county No. 136, issued in payment for stock of said company.

L. P. POWERS,
Clerk of the County Board of Supervisors.

That said coupon or interest-warrant was, on or about said first day of Jan., 1873, delivered to the said payee therein named; that the plaintiff is now the lawful holder, owner, and bearer therof; that the said defendant has not paid the same or any part thereof, and that there is now due the plaintiff thereon, from the defendant, forty dollars, with interest thereon from the 1st day of July, 1875.

152. And for a further and separate cause of action, that the said defendant, being duly authorized, by the laws of the State of Wisconsin, on or about the first day of Jan., 1873, made and executed, for value received, its negotiable coupon or interest-warrant, duly signed by the clerk of said board, of which coupon or interest-warrant the following is a copy:

$40. STATE OF WISCONSIN. $40.

The County of Wood will pay to the treasurer of the Green Bay & Lake Pepin Railway Company, or to the bearer hereof, on the first day of July, 1875, at the Bank of North America, in the city and State of New York, forty dollars, being the semi-annual interest to that day on the bond of said county No. 135, issued in payment for stock of said company.

L. P. POWERS,
Clerk of the County Board of Supervisors.

That said coupon or interest-warrant was, on or about said first day of Jan., 1873, delivered to the said payee therein named; that the plaintiff is now the lawful holder, owner, and bearer thereof; that the said defendant has not paid the same or any part thereof, and that there is now due the plaintiff thereon, from the defendant, forty dollars, with interest thereon from the 1st day of July, 1875.

26 153rd. And for a further and separate cause of action, that the said defendant, being duly authorized by the laws of the State of Wisconsin, on or about the first day of Jan., 1873, made and executed, for value received, its negotiable coupon or interest-warrant, duly signed by the clerk of said board, of which coupon or interest-warrant the following is a copy:

$40. STATE OF WISCONSIN. $40.

The County of Wood will pay to the treasurer of the Green Bay & Lake Pepin Railway Company, or to the bearer hereof, on the first day of July, 1875, at the Bank of North America, in the city and State of New York, forty dollars, being the semi-annual interest to that day on the bond of said county No. 134, issued in payment for stock of said company.

L. P. POWERS,
Clerk of the County Board of Supervisors.

That said coupon or interest-warrant was, on or about said first day of Jan., 1873, delivered to the said payee therein named; that the plaintiff is now the lawful holder, owner, and bearer thereof; that the said defendant has not paid the same or any part thereof, and that there is now due the plaintiff thereon, from the defendant, forty dollars, with interest thereon from the 1st day of July, 1875.

154th. And for a further and separate cause of action, that the said defendant, being duly authorized by the laws of the State of Wisconsin, on or about the first day of Jan., 1873, made and executed, for value received, its negotiable coupon or interest-warrant, duly signed by the clerk of said board, of which coupon or interest-warrant the following is a copy:

$40. STATE OF WISCONSIN. $40.

The County of Wood will pay to the treasurer of the Green Bay & Lake Pepin Railway Company, or to the bearer hereof, on the first day of July, 1875, at the Bank of North America, in the city and State of New York, forty dollars, being the semi-annual interest to that day on the bond of said county No. 140, issued in payment for stock of said company.

L. P. POWERS,
Clerk of the County Board of Supervisors.

That said coupon or interest-warrant was, on or about said first day of Jan., 1873, delivered to the said payee therein named; that the plaintiff is now the lawful holder, owner, and bearer thereof; that the said defendant has not paid the same or any part thereof, and that there is now due the plaintiff thereon, from the defendant, forty dollars, with interest thereon from the 1st day of July, 1875.

155th. And for a further and separate cause of action, that the said defendant, being duly authorized by the laws of the State of Wisconsin, on or about the first day of Jan., 1873, made and executed, for value received, its negotiable coupon or interest-warrant, duly signed by the clerk of said board, of which coupon or interest-warrant the following is a copy:

$40. STATE OF WISCONSIN. $40.

The County of Wood will pay to the treasurer of the Green Bay and Lake Pepin Railway Company, or to the bearer hereof, on the first day of July, 1875, at the Bank of North America, in the city and State of New York, forty dollars, being the semi-annual interest to that day on the bond of said county No. 141, issued in payment for stock of said company.

L. P. POWERS,
Clerk of the County Board of Supervisors.

That said coupon or interest-warrant was, on or about said first day of Jan., 1873, delivered to the said payee therein named; that the plaintiff is now the lawful holder, owner, and bearer thereof; that the said defendant has not paid the same or any part thereof, and that there is now due the plaintiff thereon, from the defendant, forty dollars, with interest thereon from the 1st day of July, 1875.

156th. And for a further and separate cause of action, that the said defendant, being duly authorized by the laws of the State of Wisconsin, on or about the first day of Jan., 1873, made and executed, for value received, its negotiable coupon or interest-warrant, duly signed by the clerk of said board, of which coupon or interest-warrant the following is a copy:

$40. STATE OF WISCONSIN. $40.

The County of Wood will pay to the treasurer of the Green Bay & Lake Pepin Railway Company, or to the bearer hereof, on the first day of July, 1875, at the Bank of North America, in the city and State of New York, forty dollars, being the semi-annual interest to that day on

the bond of said county No. 142, issued in payment for stock of said company.

L. P. POWERS,
Clerk of the County Board of Supervisors.

That said coupon or interest-warrant was, on or about the first day of Jan., 1873, delivered to the said payee therein named; that the plaintiff is now the lawful holder, owner, and bearer thereof; that the said defendant has not paid the same or any part thereof, and that there is now due the plaintiff thereon, from the defendant, forty dollars, with interest thereon from the 1st day of July, 1875.

27 Wherefore the said plaintiff demands judgment against said defendant upon said several coupons, in all, for the sum of six thousand two hundred and forty dollars, and for forty dollars thereof in gold, with interest from January 1st, 1874, and with interest on six thousand two hundred dollars thereof as follows: On two thousand dollars thereof from the first day of January, A. D. 1874; on fourteen hundred dollars thereof from the first day of July, A. D. 1875; on fourteen hundred dollars thereof from the first day of January, A. D. 1874, and on the remaining fourteen hundred dollars thereof from the first day of July, A. D. 1875, all at the rate of seven per cent. per annum, besides the costs of this suit.

GREGORY AND PINNEY,
Plaintiff's Attorneys.

WESTERN DISTRICT OF WISCONSIN, *ss:*

S. U. Pinney, of the city of Madison, in said district, being duly sworn says that he is a member of the law-firm of Gregory and Pinney, who are attorneys for the plaintiff. That the plaintiff is a non-resident or foreign corporation, and that none of its officers are now in said district where its said attorneys reside; that this action is founded on instruments in writing for the payment of money only set out in the complaint in this action, which said instruments in writing are now in deponent's possession as one of said plaintiff's attorneys; that the knowledge and grounds of deponent's belief on the subject of said complaint, and the reason why this affidavit of verification is not made by some one of plaintiff's officers, are such as are above stated. Deponent further says that he has read the foregoing complaint, and verily believes the same to be true in substance and matter of fact, and further saith not.

S. U. PINNEY.

Subscribed and sworn before Aug. 17, 1875.
J. C. HOPKINS, *Judge.*

28 Whereupon a summons issued as follows, to wit:

Summons.

The circuit court of the United States for the western district of Wisconsin.

THE LACKAWANA IRON AND COAL COMPANY *vs.* THE BOARD OF SUPERVISORS OF WOOD County. } Summons for money demand.

The United States of America to the above-named defendant:

You are hereby summoned and required to answer the complaint of the

plaintiff in this action, which is filed in the office of the clerk of this court at Madison, in said district, and a copy of which is herewith served on you. And you are also required to file your answer thereto with the clerk of this court, at Madison, and to serve a copy thereof on the attorneys of the plaintiff, whose names are subscribed hereto at their office in Madison, Wis., within twenty days after the service of this summons on you, exclusive of the day of such service; and if you fail to answer the complaint as aforesaid, the plaintiff will take judgment against you for the sum of six thousand two hundred and forty dollars, forty dollars thereof in gold, with interest thereon from the first day of January, in the year one thousand eight hundred and seventy-four, and on $6,200 thereof as follows: On $2,000 from Jan. 1, 1874; on $1,400 from July 1, 1874; on $1,400 from Jan. 1, 1875; and on $1,400 from July 1, 1875, at the rate of seven per cent. per annum, besides the costs of this action.

Witness the Hon. Morrison R. Waite, Chief-Justice of the Supreme Court of the United States, at the city of Madison, in the said
29 western district of Wisconsin, this 17th day of August, in the year of our Lord one thousand eight hundred and seventy-five, and of the Independence of the United States the one hundredth.

[L. S.] F. M. STEWART, *Clerk.*

GREGORY AND PINNEY,
Attorneys.

Summons returned: "Served on the within-named, The Board of Supervisors of Wood County, by delivering personally to C. O. Baker, the clerk of the board of supervisors of said county, a copy of this summons and complaint this 18th day of August, A. D. 1875.

"F. W. OAKLEY,
"*Marshal.*"

And afterward, to wit, on the 6th day of September, A. D. 1875, came the said defendant, by its attorneys, and filed its answer as follows, to wit:

Answer.

Circuit court of the United States for the western district of Wisconsin.

THE LACKAWANA IRON AND COAL COMPANY, plaintiff,
against
THE BOARD OF SUPERVISORS OF WOOD COUNTY, in the State of Wisconsin, defendant.

The defendant, for answer in this behalf, says: That the Green Bay and Lake Pepin Railroad Company was authorized to construct a railroad from Green Bay to the Mississippi River, without the designation of any particular counties or place through which said road should run.

That, by chapter 93 of the private and local laws of the year 1867, it
30 was declared to be lawful for any county, through any portion of which any part of said railway should run, to issue to said railway company its bonds for such sum or sums, and at such rates of interest, and in such manner as might be agreed upon between the directors of said company and the proper officers of such county, a majority of the legal voters of such county having first voted in favor of such issue.

That, prior to March, 1870, the said company had not constructed any part of its railway through any portion of said county of Wood, nor had said company made any proposition to the authorities of said county for the issue of bonds in aid of its construction, nor located any part of its railway through any portion of said county, nor in any way made known its intention to construct any portion of its road through said county; but another company, known as the Wisconsin Valley Railroad Company, had been incorporated for the purpose of constructing, or with power to construct, a railroad from some point on the Milwaukee and St. Paul Railway to the village of Centralia or city of Grand Rapids, in said county of Wood.

That up to the winter of 1870 the population of said county of Wood did not exceed three thousand nine hundred and twelve, (3,912,) as appears by the census of that year; the number of legal voters to said county being about eight hundred and sixty-four, (864;) and the total valuation of taxable property did not exceed the sum of nine hundred and two thousand seven hundred and sixty-eight dollars, ($902,768,) as was shown by the assessment-rolls thereof; that of said population about two thousand five hundred and fifty-three were in the town of Centralia and the town and city of Grand Rapids, which were situated on the Wisconsin River, immediately opposite each other, and at which nearly all the trade and business of said county was done, and the population of said county by the census of 1875 does not exceed the
31 number of six thousand one hundred and fifteen, (6,115.)

That in January, 1870, there was enacted chapter 210 of the private and local laws of 1870, entitled "An act to authorize the county of Wood to aid in the construction of railroads," approved March 8th, 1870, and published on the 17th day of said month, which was declared on its face to be a public act, by which the subject of granting aid by the said county of Wood for the construction of railroads was revised, and its power in that behalf limited and regulated; the first section of which act, for the purpose of enabling the said county to grant aid to whichever company might build a railroad to Centralia or Grand Rapids, and to limit the amount of aid that said county might grant for the construction of railroads, declared that the proper officers of said county should be authorized to issue its bonds to an amount not exceeding the sum of one hundred and fifty thousand dollars, for the purpose of aiding in the construction of the Wisconsin Valley Railroad, from any point on the line of the Milwaukee and St. Paul Railway to the city of Grand Rapids or village of Centralia, but that no such bonds should be so issued unless a majority of the legal voters of said county voting on the question should first have voted in favor of the issuing of such bonds in the manner thereinafter provided; that in and by said last-mentioned act it was further declared, among other things, that the bonds so to be issued should be issued only in pursuance of a contract first to be made between the board of railway commissioners created by such chapter, and any railroad company which should undertake to construct a railroad from any point on the line of the Milwaukee and St. Paul Railway to the said city of Grand Rapids or village of Centralia, or with any other railroad company that should propose to construct from any other direction a railroad of equal or greater length, into the said city or village, as they might deem advisable,
32 and such bonds to be delivered as the construction of the road progressed, as specified in said act, and that said bonds should be payable not less than ten years from the date of their issue, and that the

principal of said bonds should be made payable in annual installments in sums not exceeding fifteen thousand dollars.

That by chapter 34 of the private and local laws of 1872, published March 11th, 1872, entitled "An act to amend and restrict chapter 210 of the local laws of 1870, entitled 'An act to authorize the county of Wood to aid in the construction of railroads,'" said chapter 210 was amended by adding to section one thereof the following provision: That no more than one hundred thousand dollars of such bonds shall (should) be issued for the purpose of aiding in the construction of any one railroad or to any one railroad company.

That on the 9th day of February, 1871, the Green Bay and Lake Pepin Railway Company made its first proposition to the county of Wood for the issue of the bonds of said county in aid of the construction of said road; which proposal, proposed to be made in pursuance of said chapter 93, laws of 1867, was, in substance, that said company would exchange two hundred thousand dollars of its capital stock for bonds of said county to the amount of two hundred thousand dollars, bearing interest at the rate of eight per cent. per annum, payable semi-annually in gold, the principal payable as follows: fifty bonds of one thousand dollars each in ten years from the date of delivery, fifty in thirteen years, fifty in sixteen years, and fifty in twenty years; said bonds, in case a majority of the votes should be cast in favor of such proposal, should be immediately deposited in the hands of a trustee designated in said proposal; also, one hundred of said bonds, to be selected by him, should be delivered to the treasurer of said company in case certain evidence of the com-
33 pletion of said road to said city of Grand Rapids on or before the first day of January, 1872, should be filed in the office of the clerk of the board of supervisors of said county, and the remaining one hundred thousand dollars of bonds should be delivered to said treasurer upon the filing of like proof that said road was completed to Yellow River on the first day of January, 1873; and that unless said road was so finished to said Grand Rapids on or before the first day of January, 1872, the first mentioned one hundred thousand dollars of the bonds should be forfeited, and that unless said road was finished to Centralia and Yellow River by the first day of January, 1873, the balance of said bonds should be forfeited by said company. That upon receiving said proposal, the clerk of the board of supervisors of the county of Wood, of his own motion, and without any consultation with the board of railway commissioners created by said chapter 210, gave public notice of an election to be held on the 18th day of February, 1871, for the purpose of voting on such proposition, at which election a majority of the votes, as canvassed and returned, was in favor of accepting such proposal.

That the said railway was not finished to the city of Grand Rapids by the first day of January, 1872, and on the 16th day of December, 1871, said railway company made another proposal to said county of Wood, which was in substance that said company would exchange fifty thousand dollars of the stock of said company for fifty bonds of said county of one thousand dollars, each bearing interest at eight per cent. per annum, payable semi-annually; thirteen of said bonds to be payable in eleven years, twelve in fourteen years, thirteen in seventeen years, and twelve in twenty years from the date of delivery, such bonds to be delivered to a trustee designated in such proposal, and to be de-
34 livered to said company upon the making of certain proof that said road had been finished to the city of Grand Rapids on or before the first day of January, 1873; that said clerk, of his own motion, and without any consultation with the board of railway commissioners

created by the said chapter 210, gave notice of an election to be held in the said county on the 6th day of January, 1872, for the purpose of voting on such proposal, at which election a majority of the votes, as canvassed, was in favor of such proposal.

That said road was finished to Yellow River by the first day of January, 1873, and thereupon the fifty thousand dollars of the bonds last above mentioned, and one hundred of the gold-bearing bonds mentioned in the first proposal of said company, were delivered to said railway company.

That the said railway was the first one which was built to the city of Grand Rapids, being a continuous road from Brown County to said city; and the several coupons mentioned in the complaint herein were attached to fifty of said bonds above mentioned, which were at the commencement of this action and now are in the hands of said plaintiff, who is the holder and claims to be the owner thereof, and each of said bonds recites the substance of the proposal so as aforesaid made by said railway company to said county, and declares that such bond was issued under the authority of said chapter 93.

That on the 13th day of March, 1872, the board of railway commissioners created by said chapter 210 entered into a contract with the Wisconsin Valley Railroad Company, by which the bonds of said company issued in conformity to chapter 210 were to be issued to said company upon the completion of their road from a point on the Milwaukee and St. Paul Railway to the said village of Centralia; and a majority of
35 the legal voters of said county, as canvassed, having first voted in favor of the issue of said bonds in the manner provided in said chapter, and the road having been afterwards, to wit, on or about the 10th day of June, 1873, completed according to said contract, the said fifty thousand dollars of bonds were issued and delivered to said company.

That the bonds referred to in each of the several coupons set forth in the complaint were issued without authority of law, and the defendant is not indebted to the said plaintiff in any sums whatever upon said bonds or coupons, and has no knowledge or information sufficient to form a belief as to whether the plaintiff is a bona-fide holder for value of said bonds and coupons, and therefore denies that he is such holder.

Wherefore the defendant demands judgment that the said bonds and coupons be declared invalid, and that the same be delivered up or brought into court by said plaintiff to be cancelled, and for such other relief as may be just, together with its costs in this behalf expended.

STATE OF WISCONSIN,
Wood County, ss:

R. C. Lyon, being duly sworn, on oath says he is chairman of the board of supervisors of the county of Wood, in the State of Wisconsin, and, as such officer, is authorized to make this verification on behalf of said defendant; that he was chairman of the board of supervisors of said county at the time said bonds and coupons mentioned in the complaint in this action were issued, and has a personal knowledge of all the facts connected with the issuing of said bonds and coupons; that he has heard the foregoing answer read, and knows the contents
36 thereof, and that the same is true of his own knowledge, except as to the matters therein stated on information and belief, and as to those matters he believes it to be true.

R. C. LYON.

Subscribed and sworn to before me this 1st day of September, A. D. 1875.

[N. S.]

L. P. POWERS,
Notary Public, Wood Co., Wis.

And on the 29th day of December, in the December special term of said court, in the record of the proceedings thereof in said entitled cause, before the honorable James C. Hopkins, judge, is the following entry, to wit:

Trial and verdict.

THE LACKAWAN'A IRON AND COAL COMPANY
vs.
THE BOARD OF SUPERVISORS OF WOOD COUNTY.

This day came the parties, by their attorneys, and the issue herein came on to be tried. Whereupon a jury is ordered to come, who came, to wit: A. O. Hunt, Geo. Raymer, David Smith, E. G. Still, Norman Stewart, George Fox, W. A. Lynch, W. S. Wescott, George Keenan, J. Thayer, J. R. Berryman, J. R. Helmer, twelve honest and lawful men of the district, duly empanneled, tried, sworn, and charged. And the jurors of the jury aforesaid, upon their oaths, respectively, do say that they find the issue herein in favor of the plaintiff, and assess its damages at the sum of six thousand seven hundred seventy-one dollars and sixty-six cents. And comes the said defendant by its counsel and moves the court for a new trial.

37 On the thirty-first day of said term, to wit, on the 6th day of March, A. D. 1876, in the record of the proceedings aforesaid, before the Hon. James C. Hopkins, judge, appears the following:

Order amending complaint.

THE LACKAWAN'A IRON AND COAL COMPANY
vs.
THE BOARD OF SUPERVISORS OF WOOD COUNTY.

On motion of Gregory and Pinney, attorneys for the plaintiff, in order to conform the pleadings to the proofs, it is hereby ordered that each and every count, except the first, is hereby amended by striking out in the copy coupons set out in each count the words "Bank of North America" and insert "Farmers' Loan and Trust Company," and that said counts be so amended.

And on the 39th day of said term, to wit, on the 2nd day *day* of May, A. D. 1876, in the record of the proceedings in said entitled cause, before the Hon. James C. Hopkins, judge, appears the following:

Judgment.

THE LACKAWAN'A IRON AND COAL COMPANY
vs.
THE BOARD OF SUPERVISORS OF WOOD COUNTY.

This day came the parties, by their attorneys, and the motion for a new trial, on consideration, is overruled. Whereupon it is considered

and adjudged by the court now here that said plaintiff do have
38 and recover of the said defendant the said sum of six thousand seven hundred seventy-one dollars and sixty-six cents, so as aforesaid assessed by the jury, with seventy-four dollars and fifty cents, its cost in this suit, in this behalf by it expended, and that it have execution therefor.

On the hearing of said cause the following exceptions were taken, and were allowed by the court and made of record, and are in the words and figures following, to wit:

Bill of exceptions.

Circuit court of the United States for the western district of Wisconsin.

THE LACKAWAN'A IRON AND COAL COMPANY
vs
THE BOARD OF SUPERVISORS OF THE COUNty of Wood, in the State of Wisconsin.

Be it remembered that afterwards, to wit, on the 29th day of December, 1875, in a term of the circuit court of the United States of America for the western district of Wisconsin, in the seventh circuit, held at the court-house in the city of Madison, in said district, before the Hon. James C. Hopkins, district judge, presiding, comes as well the said The Lackawana Iron and Coal Company, by Messrs. Gregory and Pinney, its attorneys and counsel, as the said board of supervisors of the county of Wood, by P. L. Spooner and L. S. Dixon, their attorneys and counsel; and the jurors of the jury whereof mention is within made being called, likewise came, and after being elected, tried, and sworn to try the several issues within joined, the counsel for said plaintiff gave in evidence on his behalf to the jury the several coupons mentioned
39 and set forth in his complaint in this action, of which coupons one was payable in gold at the Bank of North America, in the city and State of New York, and was a coupon which had been detached from the bonds of said county issued in pursuance of the first proposition for aid, hereinafter set forth, and dated the 9th day of February, 1871, and the remainder thereof were coupons payable, but not in gold, at the office of the Farmers' Trust and Loan Company, in the city and State of New York, and which had been detached from the bonds of said county issued in pursuance of the second proposition for aid made to the said county by said railroad company, hereinafter set forth, and bearing date the 16th day of December, 1871.

And the said counsel for said plaintiff farther gave in evidence on his behalf chapter 93 of the private and local laws passed by the legislature of the State of Wisconsin at the annual session thereof in the year 1867, chapter 166 of the private and local laws passed by the legislature of said State at the annual session thereof in the year 1869, chapter 76 of the private and local laws passed by the said legislature at the annual session thereof for the year 1871, and chapter 218 of the laws of said State passed and enacted in the year 1873; which said several acts and laws were in the words and figures following, to wit:

Chapter 93.—Published March 11, 1867.

An act to authorize the counties and towns through which the Green Bay and Lake Pepin Railway passes to aid in its construction.

The people of the State of Wisconsin, represented in senate and assembly, do enact as follows:

SECTION 1. It shall be lawful for every county through any portion of which any part of the Green Bay and Lake Pepin Railway
40 shall run, or any town or incorporated village or city in said county, to issue and deliver to said company its bonds, payable to such person or persons, trustees or corporations, or to said company, at such time, for such sum or sums, at such rate of interest, transferable by general or special endorsement or by delivery, and in such manner, as may be agreed upon by and between the directors of said railway company and the proper officers of such county, town, incorporated city or village, as hereinafter provided, and to receive in exchange for such bonds the stock or bonds of said railway company in such manner as shall be agreed upon by and between the directors of said railway company and the proper officers of such county, town, incorporated city or village, as hereinafter provided; but no such bonds shall be issued or delivered to such company by any such county, town, incorporated city, or village unless a majority of the legal voters of such county, town, incorporated city or village voting on the question shall first have voted in favor of such issue in the manner hereinafter prescribed.

SECTION 2. Whenever the said railway company shall desire to exchange any amount of its stock or bonds for the bonds of any such county, town, incorporated city or village, it shall make and deliver to the clerk of the board of supervisors of such county, the town clerk, or clerk of such incorporated city or village, as the case may be, a definite proposition in writing, signed by the president and secretary of said railway company, and sealed with the common seal of said company; which proposition shall contain a distinct statement of the amount of the stock or of the bonds of said company which the said company propose to issue to such county, town, or incorporated city or village, the
41 time when said bonds shall be payable, the amount for which they shall respectively be issued, the rate of interest which they bear; and it shall also contain a distinct statement of the amount of the bonds of said county, town, or incorporated city or village which the said company propose to receive in exchange for its stock or bonds as aforesaid, specifying the person or persons, trustee or corporation to whom they shall be payable, the mode of transfer, the amount of each bond and the aggregate amount, the rate of interest and the time of payment. Upon receiving such definite proposition the clerk of the board of supervisors of such county, the town clerk, or clerk of such incorporated city or village, as the case may be, shall immediately call a meeting of the board of supervisors of such county or town, the common council of any incorporated city, or the trustees of any village, to take into consideration the propositions of said company; when, if deemed expedient, the said board shall publish, or caused to be published, a notice of an election to be held by the legal voters of such county, town, incorporated city or village, and at such time as they may designate, which shall not be less than twenty or more than thirty days from the date of such notice; which notice shall contain a full statement of the proposition made by said railway company with reference to the exchange of its stock or bonds for the bonds of such county, town, incorporated city or village, and shall call upon the voters to deposit a ballot upon which shall be written or printed the words "For the railway proposition," or the words, "Against the railway proposition."

SECTION 3. Such election shall be held and conducted in the same manner that other general elections in such counties, towns, incorporated cities or villages are by law required to be held and conducted,
42 and the votes cast at such election shall be counted, canvassed, and returned in the same manner as the votes at any such general election, and the canvassers shall make, certify, sign, and deposit with the clerk of such county, town, incorporated city or village a statement of the whole number of voters cast upon the question, as well as a statement of the number for the railway proposition, and of the number against the railway proposition; and such certificate shall be conclusive evidence of the fact as to the number of votes cast for or against such proposition, and also of the fact that such election was regularly held and conducted according to law.

SECTION 4. If a majority of the legal voters who shall vote on the question at any election to be held in any such county, town, incorporated city or village in pursuance of the provisions of this act, shall, as indicated by the official returns of any such election, vote for "the railway proposition," it shall be the duty of the proper officers, in every such county, town, incorporated city or village, upon receiving from the directors of said railway company stock or bonds in conformity with the proposition of said railway company, to issue and deliver to the directors of said railway company the bonds of such county, town, incorporated city or village, in conformity with said proposition.

SECTION 5. For the purpose of giving effect to the provisions of this act, the proper officers of every county, town, incorporated city and village are hereby declared to be the chairman of the board of supervisors and the clerk of the board of supervisors in each county; the chairman of the board of supervisors and the town clerk in each town; the mayor and city clerk of each incorporated city; and the president and clerk of each incorporated village; and all the bonds issued by any of the said coun-
43 ties, incorporated cities or villages shall be signed by the proper officers as aforesaid of the said counties, cities, and villages, under their corporate seals respectively, and all bonds issued by any such town shall be signed by the proper officers of such town, and have affixed to them the official certificate of said clerk of the board of supervisors, under his official seal, that they are such officers and their signatures are genuine.

SECTION 6. Every county, town, incorporated city or village, which by the provision of this act is authorized to issue any bonds, shall be severally liable in law, faithfully, promptly, and at maturity to pay and discharge the principal and interest due upon every such bonds, and the separate faith of every such county, town, incorporated city or village shall by the issue of said bonds be irrevocably, inviolably pledged for the prompt discharge of every such liability; and every such county, town, incorporated city or village shall annually levy a tax on all its taxable property for the payment of the annual interest on all bonds which it may issue in accordance with the provisions of this act, in addition to all other taxes, equal in amount to the amount of the annual interest on all of the bonds which it may issue as aforesaid.

SECTION 7. The board of supervisors of any county or town, the common council of any city, and the trustees of any village shall annually appoint one of their number who shall attend the annual meetings of the stockholders of said railway for the election of directors thereof, and shall be entitled to cast one vote for every share of stock which said county, town, or incorporated town or village shall hold in said railway company, and in case of his absence or inability to attend, to appoint

in writing under their hands some other person who shall have the same power.

44 SECTION 8. The shares of stock in said railway company or the bonds of said company thus taken by said counties, towns, incorporated cities or villages, and all dividends and interest arising from the same, are hereby pledged for the payment of the principal and interest of said county, town, incorporated city or village bonds; provided, however, that the board of supervisors of any county [or] town, the common council of any incorporated city, or the trustees of any village may sell such shares of stock or such bonds and other securities of said company; but the proceeds thereof and interest shall be pledged still to pay the interest and principal of said county, town, incorporated city or village bonds.

SECTION 9. This act shall take effect and be in force from and after its passage.

Approved March 8, 1867.

Chapter 166.—Published March 12, 1869.

An act to amend section 2 of chapter 93 of the private and local laws of 1867, entitled "An act to authorize the counties and towns through which the Green Bay and Lake Pepin Railway passes to aid in its construction.

The people of the State of Wisconsin, represented in senate and assembly, do enact as follows:

SECTION 1. Section 2 of chapter 93 of the private and local laws of 1867, entitled "An act to authorize the counties and towns through which the Green Bay and Lake Pepin Railway passes to aid in its construction," is hereby amended so as to read as follows: Section 2. Whenever the said railway company shall desire to exchange any amount of its stock or bonds for the bonds of such county, town, incorporated city or

45 village, it shall make and deliver to the clerk of the board of supervisors of such county, the town clerk, or clerk of such incorporated city or village as the case may be, a proposition in writing, signed by the president and secretary of said railway company, and sealed with the common seal of the said company, which proposition shall contain a statement of the amount of the stock or of the bonds of said company, which the said company proposes to issue to said county, town, or incorporated city or village, the time when said bonds shall be payable, the amount for which they shall respectively be issued, the rate of interest which they bear, and it shall also contain a distinct statement of the amount of the bonds of such county, town, or incorporated city or village which the said company proposes to receive in exchange for its stock or bonds as aforesaid, specifying the person or persons, trustee or corporation to whom they shall be payable, the mode of transfer, the amount of each bond and the aggregate amount, the rate of interest, and the time of payment. Upon receiving such proposition the clerk of the board of supervisors of such county, the town clerk, or clerk of such incorporated city or village, as the case may be, or any five qualified electors, shall immediately publish or cause to be published a notice of an election to be held by the legal voters of such county, town, incorporated city or village, at the usual place or places of holding elections in such county, town, incorporated city or village, and at such time as they may designate, which shall not be less than six days or more than twenty days from the date of such notice; which notice shall con.

tain a full statement of the proposition made by said railway company with reference to the exchange of its stock or bonds for the bonds of such county, town, incorporated city or village, and shall call
46 upon the voters to deposit a ballot upon which shall be written or printed the words "For the railway proposition," or the words "Against the railway proposition."

SECTION 2. This act shall take effect and be in force from and after its passage.

Approved March 3, 1869.

Chapter 76.—Published February 18, 1871.

An act to amend chapter 93 of the private and local laws of 1867, entitled "An act to authorize the counties and towns through which the Green Bay and Lake Pepin Railroad passes to aid in its construction."

The people of the State of Wisconsin, represented in senate and assembly, do enact as follows:

SECTION 1. Section 2 of chapter 93 of the private and local laws of 1867, entitled "An act to authorize the counties and towns through which the Green Bay and Lake Pepin Railway passes to aid in its construction," amended by chapter 166 of the private and local laws of 1869, is hereby amended so as to read as follows: Section 2. Whenever the said railway company shall desire to exchange any amount of its stock or bonds for the bonds of any such county, town, or incorporated city or village, it shall make and deliver to the clerk of the board of supervisors of such county, town clerk, or clerk of such incorporated city or village, as the case may be, a proposition in writing, signed by the president and secretary of said railway company, and sealed with the common seal of said company; which proposition shall contain a statement of the amount of the stock or of the bonds of said company which the said company proposes to issue to such county, town, or incorporated city or village, the time when said
47 bonds shall be payable, the amount for which they shall respectively be issued, the rate of interest which they bear; and it shall also contain a distinct statement of the amount of the bonds of such county, town, or incorporated city or village which the said company proposes to receive in exchange for its stock or bonds as aforesaid, specifying the person or persons, trustee, or corporation to whom they shall be payable, the mode of transfer, the amount of each bond and the aggregate amount, the rate of interest, and the time of payment; such proposition shall also set forth the full name and place of residence or place of business of the trustee or trustees, if any, nominated by the railway company as the recipient and custodian of the bonds and stock of said company, and of the bonds of such county, town, incorporated city or village. Upon receiving such proposition the clerk of the board of supervisors of such county, the town clerk, or clerk of such incorporated city or village, as the case may be, or any five qualified electors, shall immediately give notice of such election as is now required by law for special elections, to be held by the legal voters of such county, town, incorporated city or village, at the usual place or places of holding elections in such county, town, incorporated city or village, and at such time as they may designate, which shall not be less than six days or more than twenty days from the date of such notice; which notice shall contain a full statement of the proposition made by said railroad company with reference to the exchange of its stock or bonds for the bonds

of such county, town, incorporated city or village, and shall call upon the voters to deposit a ballot upon which shall be written or printed the words "For the railway proposition," or the words "Against the railway proposition."

SECTION 2. Section 4 of chapter 93 aforesaid is hereby amended so as to read as follows: If a majority of the legal voters who shall vote
48 on the question at any election to be held in any such county, town, incorporated city or village, in pursuance of the provisions of this act, shall, as indicated by the official returns of any such election, vote "For the railway proposition," it shall be the duty of the proper officers in every such county, town, incorporated city or village, upon receiving from the directors of said railway company stock or bonds in conformity with the proposition of said railway company, or upon the deposit by said directors, with the trustee or trustees in such proposition named, of stock or bonds of said railway company, in conformity with such proposition, to issue and deliver to the directors of said railway company, or to such trustee or trustees as aforesaid, the bonds of such county, town, incorporated city or village, in conformity with said proposition; all of which stock and bonds shall be delivered by said trustee or trustees to the parties entitled thereto, respectively, only in the manner and upon the terms in such proposition set forth.

SECTION 3. Chapter 24 of the general laws of 1870, entitled "An act to encourage the construction of railroads in this State," shall not be construed as *ap*pealing or otherwise affecting the provisions of the act to which this act is amendatory, or as affecting any proceedings heretofore had pursuant thereto.

SECTION 4. This act shall be in force and take effect from and after its passage.

Approved February 17, 1871.

Chapter 218.—Published April 22, 1873.

An act to amend chapter five hundred and forty of the private and local laws of 1866, entitled "An act to incorporate the Green Bay and Lake Pepin Railway."

The people of the State of Wisconsin, represented in senate and assembly, do enact as follows:

49 SECTION 1. The counties of Brown and Wood, each of which has issued one hundred and fifty thousand dollars of bonds in aid of the construction of the Green Bay and Lake Pepin Railway; the city of Green Bay, which has so issued one hundred thousand dollars of bonds; the borough of Fort Howard, which has so issued forty thousand dollars of bonds; the village of New London, which has so issued fifty thousand dollars of bonds; the town of Plover, which has so issued thirty thousand dollars of bonds; the town of St. Lawrence, which has so issued fifteen thousand dollars of bonds; the town of Black Creek, which has so issued twelve thousand dollars of bonds; the town of Alma, which has voted so to issue fifteen thousand dollars of bonds and has so issued ten thousand dollars thereof; the towns of Little Wolf and Scandinavia, each of which has so issued ten thousand dollars of bonds, and the town of Seymour, which has so issued seven thousand dollars of bonds; the town of Arcadia, after it shall have so issued the fifty thousand dollars of bonds heretofore issued in aid of such construction; he town of Mukwa, after it shall have so issued the thirty-five thousand dollars of bonds so voted; the town of Preston, after it shall have so issued the twenty-five thousand dollars of bonds so voted; the town of

Dexter, after it shall have so issued the twenty thousand dollars of bonds so voted; the town of Hixton, after it shall have so issued the fifteen thousand dollars of bonds so voted; the town of Bovina, after it shall have so issued the ten thousand dollars of bonds so voted; the town of Helvetia, after it shall have so issued the seven thousand dollars of bonds so voted; the towns of Royalton and Dupont, respectively, after they shall respectively have so issued the five thousand dollars of bonds by each of them so voted; and all the other counties, cities, villages, and towns of this State which shall hereafter issue their bonds in aid of such construction, after issue thereof shall, so long as they respectively continue to hold and own the stock of said railway company issued
50 or to be issued in exchange for such bonds, in addition to their existing right to vote upon the election of all other directors of said company, have the exclusive right of and among themselves, by vote of a majority of the shares owned by them collectively, to elect one of the directors of said railway company, who shall be styled the "municipal director," and who, in addition to all the powers and duties vested in or devolving upon any other director of said company, shall be specially charged with the care of the interests of all such counties, cities, villages, and towns as the same or any thereof may be affected by any action of said railway company; and the stockholders who at any election of the directors of said company shall receive a majority of all the votes cast for municipal director, and by the authorized representatives of such counties, cities, villages, and towns entitled to vote at such election shall be deemed duly elected such "municipal director" to all intents and purposes, as if he had received a majority of all the votes cast at such election.

SECTION 2. This act shall take effect and be in force from and after its passage.

Approved March 17, 1873.

And the counsel for the said plaintiff further gave in evidence to said jury the first proposition for aid mentioned and set forth in the answer of the defendant herein made by the Green Bay and Lake Pepin Railway Company to the county of Wood, which proposition was in the words and figures following, to wit:

To the County of Wood, in the State of Wisconsin:

The Green Bay and Lake Pepin Railway Company being desirous of beginning the construction of their railway, do hereby make the following proposition to said county of Wood, in accordance with the provision of chapter ninety-three (93) of the laws of Wisconsin, approved March 8, 1867, and the acts amendatory thereof, to wit:

51 The said company proposes to issue to the said county certificates for two thousand shares of the capital stock of the said company, amounting at par value to the sum of two hundred thousand dollars, and in exchange for such stock the said company proposes to receive from said county an equal amount, that is to say, the sum of two hundred thousand dollars, of the corporate bonds of said county, payable to the treasurer of said company or bearer, transferable by delivery, and bearing interest, payable semi-anually, in gold, at the rate of eight per cent. per annum, and in the following denominations and terms of payments, that is to say, 50 bonds of 100 dollars each, made payable in 10 years from the date of delivery to such treasurer; 50 bonds of 1,000 dollars each, made payable in 13 years from the day of delivery as aforesaid; 50 bonds of 100 dollars each, made payable in

16 years from the day of delivery as aforesaid; 50 bonds of 100 dollars each, made payable in 20 years from the day of delivery as aforesaid.

Each of said bonds shall have attached thereto semi-annual-interest coupons for the interest aforesaid, payable to such treasurer or bearer, and said coupons as well as said bonds shall be made payable at the Bank of North America, in the city of New York.

The said county, through its authorized agents, shall be entitled to vote upon such stock in the same manner as the holders of other stock of said company.

There shall be delivered to the treasurer of said company, as the agent of the directors thereof in that behalf, the sum of one hundred thousand dollars of said bonds in such denominations and terms of payment, conforming to the above specification, as shall be selected by him, whenever proof by the certificate, under oath, of the president or vice-president and of the secretary of said company, and by the certificate, under oath, of two legal voters of said county, who shall be freeholders thereof, and be for that purpose appointed, as hereinafter provided,
52 that said railway has been duly graded, tied, and ironed from Fort Howard to the city of Grand Rapids, in the county of Wood, shall be filed in the office of the clerk of the county board of supervisors of said county of Wood. And there shall be delivered to said treasurer as aforesaid the further sum of fifty thousand dollars of the said bonds, in such denomination and terms of payment as aforesaid, whenever proof, in the manner aforesaid, that said railway has been duly graded, tied, and ironed from Fort Howard to the town of Centralia, and a bridge constructed over the Wisconsin River, from Grand Rapids to Centralia, and the further sum of fifty thousand dollars as soon as said road is graded, tied, and ironed as far west as Yellow River, in said county of Wood, shall be filed as aforesaid. And it is further agreed, that on demand by said company after the proposition is accepted by the voters of the said county, the said county shall issue and deliver to the First National Bank of Milwaukee, as trustee, all of the aforesaid bonds, to be delivered by said trustee to said company, on the filing of the said certificates as above stated, but the interest shall be cancelled on the coupons up to the time the said bonds are delivered by the said trustee to the said company. And it is further agreed, that the said road shall be built as above stated to the city of Grand Rapids by the first of January, 1872, or the first-mentioned bonds shall be forfeited by said company, and to Centralia and Yellow River by the first of January, 1873, or the balance of said bonds shall be forfeited by said company.

Such voters may be appointed by the county judge or a court commissioner of the county of Wood, or by the judges of the seventh judicial circuit; and if every such officer refuse to make such appointment, such voters may be appointed by the president of said company; but in the latter case no person shall be appointed who shall be or
53 theretofore shall have been a stockholder of said company, or who was not a freeholder during the year preceding the date of such appointment.

The railway for which aid is hereby asked shall start from the most eligible point in Fort Howard, (opposite Green Bay,) on or near Fox River, and run thence westward on the most feasible route through the said county of Wood to the most eligible point on the Mississippi River, to be determined by the directors of said company pursuant to its charter.

Witness the signatures of the president and secretary of said com-

pany and the common seal thereof, which is its corporate seal, at Green Bay, Wis., this ninth day of February, A. D. 1871.

ANTON KLAUS, *President.*

J. WHITNEY, *Secretary.*

And said plaintiff further gave in evidence the second proposition for aid mentioned and set forth in the answer, and which was in these words, to wit:

To the county of Wood, in the State of Wisconsin:

The Green Bay and Lake Pepin Railway, being desirous of continuing the construction of their railway, do hereby make the following proposition to the said county of Wood, in accordance with the provisions of chapter ninety-three (93) of the laws of Wisconsin, approved March 8th, 1867, and the acts amendatory thereof, to wit:

The said company proposes to issue to the said county certificates for five hundred (500) shares of the capital stock of said company, amounting at par value to the sum of fifty thousand dollars; and in exchange for said stock the said company proposes to receive from said county an equal amount, that is to say, the sum of fifty thousand dollars, of the corporate bonds of said county, payable to the treasurer of said company or bearer, transferable by delivery, and bearing interest semi-annually at the rate of eight per cent. per annum, and in the follow-
54 ing denominations and terms of payments, that is to say, thirteen bonds of one thousand dollars each, made payable in eleven years from the date of delivery to such treasurer; twelve bonds of one thousand dollars each, made payable in fourteen years from the day of delivery as aforesaid; thirteen bonds of one thousand dollars each, made payable in seventeen years from the day of deliver' as aforesaid, and twelve bonds of one thousand dollars each, made payable in twenty years from the day of delivery as aforesaid.

Each of said bonds shall have attached thereto semi-annual interest-coupons for the interest aforesaid, payable to such treasurer or bearer, and said coupons as well as said bonds shall be made payable at the office of the Farmers' Land and Trust Company, in the city of New York.

The said county, through its authorized agent, shall be entitled to vote upon such stock in the same manner as the holder of the stock of said company.

All of said bonds shall be delivered to the treasurer of said company, as the agent of the directors thereof in that behalf, by the trustee hereinafter mentioned, whenever proof by certificate under oath of the president or vice-president, and of the secretary of said company, and by the certificate under oath of two legal voters of said county, who shall also be freeholders thereof, and be for that purpose appointed as hereinafter provided, that said railway has been duly graded, tied, and ironed from Fort Howard, in Brown County, to the city of Grand Rapids, in said county of Wood, shall be filed in the office of the clerk of the county board of supervisors of said county of Wood. All of said bonds shall be issued immediately after the election to be had by virtue hereof, and, with the stock of said company intended to be exchanged therefor, shall be immediately deposited with Marshall & Illsley, bankers of Milwaukee, Wisconsin, as trustees for said county, and said company subject only to the restrictions and regulations in this proposition expressed.

55 Unless said railway shall, on or before the first day of January, 1873, be graded, tied, and ironed as aforesaid, all the aforesaid

bonds shall, on demand made after the day last aforesaid, be by said trustee redelivered to the chairman of the county board of supervisors of said county of Wood to be cancelled, and all proceedings had by virtue hereof shall become null and void.

Such voters may be appointed by the county judge, or a court commissioner of the county of Wood, or by the judge of the seventh judicial circuit; and if every such officer refuse to make such appointment, such voters may be appointed by the president of said company; but, in the latter case, no person shall be appointed who then shall be or theretofore shall have been a stockholder of said company, or who was not a freeholder during the year preceding the date of such appointment.

The railway for which aid is hereby asked starts from the most eligible point in Fort Howard, (opposite Green Bay,) on or near Fox River, is completed nearly to New London, and will run thence westward on the most feasable route through the said county of Wood to the most eligible point on the Mississippi River, to be determined by the directors of said company pursuant to its charter.

Witness the signature of the president and secretary of said company and the common seal thereof, which is its corporate seal, at Green Bay, Wis., this sixteenth day of December, A. D. 1871.

H. KETCHUM, *President.*

[SEAL.] FRED. S. ELLIS, *Secretary.*

And the said plaintiff further gave in evidence the statement and certificate of the election held in the said county of Wood on the 18th day of February, 1871, which was in the words and figures following, to wit:

56 Tabular statement of the votes polled upon the Green Bay and Lake Pepin Railway Company, submitted to said county (and on file in the office of the clerk of the board of supervisors of said county) at a special election held in the several towns and wards in the county of Wood, State of Wisconsin, on the 18th day of February, A. D. 1871, a copy of which proposition and election-notice is hereunto annexed.

Towns and wards.	For the railway proposition.	Against the railway proposition.
1st ward, city of Grand Rapids	87	.....
2d " " " " "	88	.....
3d " " " " "	86	.....
Town of Grand Rapids	67	7
" " Saratoga	29	.....
" " C'ntralia	144	.....
" " Rudolph	103	1
" " Sigel	71	1
" " Seneca	48	2
" " Lincoln	.....	44
	723	55

Statement of the county board of canvassers.

STATE OF WISCONSIN, *County of Wood, ss:*

We, L. P. Powers, clerk of the county board of supervisors; R. C. Lyon, chairman of the county board of supervisors; and Lemuel Kroner, register of deeds of the county of Wood, comprising a county board of canvassers therefor, do hereby certify that the foregoing and within tabular statement is correct and true, as compiled from the original returns made to the clerk of the county board of supervisors of said county, and as compared therewith by us, and that from such returns it appears that the whole number of votes polled in said county on the proposition of the Green Bay and Lake Pepin Railroad Company, submitted to said county at the special election held in the several towns and wards of the county of Wood, on Saturday, the eighteenth day of February, A. D. 1871, was as follows, to wit: Seven hundred and seventy-eight votes; of which number seven hundred and twenty-three (723) votes were "for the railway proposition," and
57 fifty-five (55) were "against the railway proposition."

Given under our hands at the office *at the office* of the clerk of the county board of supervisors, at the city of Grand Rapids, this twenty-first day of February, A. D. 1871.

L. P. POWERS, *Clk. B'd Supervisors,*
R. C. LYON, *Ch'm'n* " "
L. KRONER, *Register of Deeds,*
County Board of Canvassers.

And the said plaintiff also gave in evidence the following statement and certificate of an election held in said county on the 6th day of January, 1872, to wit:

Tabular statement of the votes polled upon the proposition of the Green Bay & Lake Pepin Railroad Company, submitted to said county (and on file in the office of the county clerk of said county) at a special election held in the several towns and wards in the county of Wood, and State of Wisconsin, on the 6th day of January, A. D. 1872.

Towns & wards.	For the railway proposition.	Against the railway proposition.
1st ward, city of Grand Rapids	52	.....
2d " " " " "	83	.....
3d " " " " "	51	.....
Town of Grand Rapids	32	5
" " Saratoga	11	1
" " Centralia	46	1
" " Rudolph	18	.....
" " Sigel	33	2
" " Seneca	23	3
" " Lincoln	0	0
	349	12

Statement of the county board of canvassers.

STATE OF WISCONSIN, *Wood County, ss:*

We, L. P. Powers, county clerk, R. C. Lyon, chairman of the county board of supervisors, and Lemuel Kramer, register of deeds of the county of Wood, comprising a county board of canvassers therefor, do hereby certify that the foregoing and within tabular statement is correct and true, as compiled from the original returns made to the
58 county clerk of said county, and as compared therewith by us; and that from such returns it appears that the whole number of votes polled in the said county, on the proposition of the Green Bay and Lake Pepin Railroad Company, submitted to said county at a special election held in the several towns and wards in said county, on Saturday the 6th day of January, A. D. 1872, was as follows, to wit, three hundred and sixty-one (361) votes; of which number three hundred and forty-nine (349) were "for the railroad proposition," and twelve (12) votes were "against the railroad proposition."

Given under our hands at the office of the county clerk, in the city of Grand Rapids, this 30th day of January, A. D. 1872.

L. P. POWERS, *County Clerk,*
R. C. LYON, *Ch'm'n Co. B'd Supervisors,*
L. KRAMER, *Register of Deeds,*
County Board of Canvassers.

And the said plaintiff further gave in evidence the following documentary proof, from the office of the clerk of the board of supervisors of said county, of the completion of the railroad of the Green Bay and Lake Pepin Railroad Company to the city of Grand Rapids in said county of Wood, to wit:

Under the proposition of the Green Bay and Lake Pepin Railway Company to the county of Wood, in the State of Wisconsion, duly made and submitted by said company, on the sixteenth day of December, A. D. 1871, and duly accepted by the legal voters of said county of Wood on the 6th day of January, A. D. 1872, the bonds therein mentioned and described became due and payable to the treasurer of said company as the agent of the directors thereof in that behalf whenever proof by the certificate, under oath, of the president or vice-president and of the secretary of the said company, and by the certificate, under oath, of two legal voters of said county who shall also be freeholders thereof, and be for that purpose appointed by the county judge or a court
59 commissioner of said county of Wood, or by the judge of the seventh judicial circuit, (and if every such officer refuse to make such appointment, such voters may be appointed by the president of said company; but, in the latter case, no person shall be appointed who then shall be or theretofore shall have been a stockholder of said company, or who was not a freeholder during the year preceding the date of such appointment,) that said railway has been duly graded, tied, and ironed from Fort Howard, in Brown County, to the city of Grand Rapids, in said county of Wood, shall be filed in the office of the clerk of the county board of supervisors of said county of Wood.

As , you are respectfully requested to appoint two legal voters of said county of Wood who are also freeholders thereof, pursuant to and for the purposes of the proposition aforesaid as hereinbefore set forth.

Respectfully,
Green Bay & Lake Pepin Railway Company,
By FRED. S. ELLIS, *Secretary.*

To Mess. Seth Reeves and Thomas B. Scott, of the county of Wood, State of Wisconsin:

You are hereby appointed as two legal voters and freeholders of the county of Wood aforesaid, to determine and certify, pursuant to the proposition in the foregoing application mentioned, whether or not said railway has been duly graded, tied, and ironed from Fort Howard, in Brown County, to the city of Grand Rapids in said county of Wood, and to file your certificate in the premises in the office of the clerk of the county board of supervisors of said county, according to the terms of said proposition.

Dated Saturday, Nov. 23d, A. D. 1872.

C. O. BAKER,
Court Commissioner, Wood Co., Wis.

60 STATE OF WISCONSIN,
Brown County, ss:

We, Henry Ketchum, the president, and Fred. S. Ellis, the secretary of the Green Bay and Lake Pepin Railway Company, do hereby certify that the railway of said company has been duly graded, tied, and ironed from Fort Howard, in said Brown County, to the city of Grand Rapids, in said county of Wood.

In testimony whereof we have hereunto set our hands this 22d day of November, A. D. 1872.

HENRY KETCHUM,
President.
FRED. S. ELLIS,
Secretary.

BROWN COUNTY, *ss:*

Henry Ketchum and Frederick S. Ellis, being severally duly sworn, each for himself says that he, the said Ketchum, is the president, and he, the said Frederick S. Ellis, is the secretary of the Green Bay and Lake Pepin Railway Company; that he is one of the persons so named in and who executed the above and foregoing certificate and that the same is true.

HENRY KETCHUM.
FRED. S. ELLIS.

Subscribed and sworn before me this 22nd day of November, A. D. 1872.

W. J. ADAMS,
Notary Public.

STATE OF WISCONSIN,
Wood County, ss:

We, Seth Reeves and Thomas B. Scott, both of the county of Wood, do hereby certify that we are legal voters and freeholders of said county of Wood, and the persons who were for the purposes and under and by virtue of the proposition made on the 16th day of December, A. D. 1871, by the Green Bay and Lake Pepin Railway Company to said county of Wood, appointed by C. O. Baker, court commissioner of Wood County, Wisconsin, on the 23rd day of November, A. D. 1872; and we do hereby further certify that the railway of said company has been duly graded, tied, and ironed from Fort Howard, in Brown
61 County, Wisconsin, to the city of Grand Rapids, in said county of Wood.

Witness our hands this 23d day of November, A. D. 1872.

SETH REEVES.
THOMAS B. SCOTT.

WOOD COUNTY, *ss:*

Seth Reeves and Thomas B. Scott, of said county, being severally duly sworn, each for himself says that he is one of the persons named in and who subscribed the last foregoing certificate, and that the same is true.

SETH REEVES.
THOMAS B. SCOTT.

Subscribed & sworn before me this 23d day of November, A. D 1872.

C. O. BAKER,
Court Commissioner, Wood Co., Wis.

And the said plaintiff further gave in evidence documentary proof from the office of the clerk of the board of supervisors of said county of the completion of the railroad of the said Green Bay and Lake Pepin Railroad Company through the city of Grand Rapids to the town of Centralia, in said county of Wood, in the words and figures following, to wit:

Under the proposition of the Green Bay & Lake Pepin Railway Company to the county of Wood, in the State of Wisconsin, duly made and submitted by said company on the 9th day of February, A. D. 1871, and duly accepted by the legal voters of said county of Wood on the 18th day of February, A. D. 1871, the sum of fifty thousand dollars of the bonds therein mentioned and described became deliverable to the treasurer of said company as the agent of the directors thereof in that behalf, in such denominations and terms of payment conforming to the specifications in said proposition contained, as shall be selected by said treasurer whenever proof by the certificate under oath of the president or vice-president and of the secretary of said company, and by the certificate under oath of two legal voters of said county, who shall
62 also be freeholders thereof, and be for that purpose appointed by the county judge or by a court commissioner of said county of Wood, or by the judge of the seventh judicial circuit; and if every such officer refuse to make such appointment, such voters may be appointed by the president of said company, but in the latter case no person shall be appointed who then shall be or theretofore shall have been a stockholder of said company or who was not a freeholder during the year preceding the date of such appointment; that said railway has been duly graded, tied, and ironed from Fort Howard to the town of Centralia, in said county of Wood, and a bridge constructed over the Wisconsin River from Grand Rapids to Centralia, shall be filed in the office of the clerk of the county board of supervisors of said county; and the further sum of fifty thousand dollars of said bonds became deliverable as aforesaid whenever proof in the manner aforesaid that said road is graded, tied, and ironed as far west as Yellow River in said county of Wood, shall be filed as aforesaid.

As court commissioner of and for Wood County, you are requested, respectfully, to appoint two legal voters of said county of Wood, who are also freeholders thereof, pursuant to and for the purposes of the proposition aforesaid as hereinbefore set forth.

Respectfully,
Green Bay and Lake Pepin Railway Company,
By FRED. S. ELLIS, *Secretary.*

To Mess. G. F. Witter and H. H. Compton, of the county of Wood, State of Wisconsin:

You are hereby appointed, as two legal voters and freeholders of the

county of Wood aforesaid, to determine and certify, pursuant to the proposition in the foregoing application mentioned, whether or not said railway has been duly graded, tied, and ironed from Fort Howard, in the county of Brown, to the town of Centralia, in said county of Wood, and a bridge constructed over the Wisconsin River from Grand
63 Rapids to Centralia, and further to certify as aforesaid whether or not said road is graded, tied, and ironed as far west as Yellow River, in said county of Wood, and to file your certificate in the premises in the office of the clerk of the county board of supervisors of said county according to the terms of said proposition.

Dated Grand Rapids, Wis., Dec. 23d, A. D. 1872.

C. O. BAKER,
Court Commissioner, Wood County, Wis.

STATE OF WISCONSIN,
Brown County, ss:

We, George Sommers, the vice-president, and Frederick S. Ellis, the secretary, of the Green Bay and Lake Pepin Railway Company, do hereby certify that the railway of said company has been duly graded, tied, and ironed from Fort Howard, in said county of Brown, through the city of Grand Rapids to the town of Centralia, in said county of Wood, and that a bridge has been constructed over the Wisconsin River from Grand Rapids aforesaid, to said Centralia; and we do further certify that said road is graded, tied, and ironed as far west as Yellow River, in said county of Wood.

In testimony whereof we have hereunto set our hands this 19th day of December, A. D. 1872.

GEORGE SOMMERS,
Vice-President.
FRED. S. ELLIS, *Secretary.*

BROWN COUNTY, *ss:*

George Sommers and Frederick S. Ellis, being severally duly sworn, each for himself, says that he, the said George Sommers, is the vice-president, and that he, the said Frederick S. Ellis, is the secretary of the Green Bay and Lake Pepin Railway Company; that he is one of the persons named in and who executed the above and foregoing instrument, and that the same is true.

GEO. SOMMERS, *Vice-P't.*
FRED. S. ELLIS, *Secy.*

Subscribed and sworn before me this 19th day of December, A. D. 1872.

A. GARDNER,
Notary Public, Brown Co., Wis.

64 STATE OF WISCONSIN,
Wood County, ss:

We, G. F. Witter and H. H. Compton, both of the county of Wood, do hereby certify that we are legal voters and freeholders of said county of Wood, and the persons who were for the purpose, and under and by virtue of the proposition made on the 9th day of February, A. D. 1871, by the Green Bay and Lake Pepin Railway Company to said county of Wood, appointed by C. O. Baker, court commissioner of and for Wood County, on the 23d day of December, A. D. 1872; and we do hereby

further certify that the railway of said company has been duly graded, tied, and ironed from Fort Howard, in Brown County, through the city of Grand Rapids, to the town of Centralia, in said county of Wood, and that a bridge has been constructed over the Wisconsin River from Grand Rapids aforesaid to said Centralia; and we do further certify that said road is graded, tied, and ironed as far west as Yellow River, in said county of Wood.

Witness our hands this 23d day of December, A. D. 1872.

G. P. WITTER.
H. H. COMPTON.

WOOD COUNTY, *ss:*

G. F. Witter and H. H. Compton, of said county, being severally duly sworn, each for himself, says that he is one of the persons named in and who subscribed the last foregoing certificate, and that the same is true.

G. F. WITTER.
H. H. COMPTON.

Subscribed and sworn before me this 23d day of December, A. D. 1872.

CHAS. A. WEBB,
Notary Public, Wood County, Wis.

Proceedings of the county board of supervisors of Wood County, under date of November 19, 1872.

And the said board of supervisors does further order, determine, and resolve that the sum of twelve thousand dollars ($12,00') be levied and raised in said county upon the taxable property thereof, for the
65 year 1872, for the purpose of paying interest on the bonded debt of said county, to become due in the year 1873, and that the same be apportioned to the several towns and cities as follows, to wit:

Name of towns & cities.	Valuation.	Tax for int. on debt.
City of Grand Rapids	$325,000	$3,145 15
Town " Grand Rapids	35,000	338 70
" " Centralia	160,000	1,548 40
" " Lucian	175,000	1,693 50
" " Rudolph	150,000	1,451 65
" " Seneca	70,000	677 40
" " Sigel	175,000	1,693 50
" " Saratoga	15,000	145 20
" " Dexter	75,000	725 85
" " Remington	60,000	580 65
Totals	$1,240,000	$12,000 00

On motion, it was ordered that a committee of three be appointed by the chair, of which the clerk shall be one, to examine the contracts with the Green Bay and Lake Pepin Railway Company, and to report the liabilities of the county thereon, and what action, if any, is necessary to be taken thereon; and the chair thereupon appointed Reeves, Carroll, and Powers.

Proceedings of the county board of supervisors of Wood County, under date December 16, 1872.

The committee appointed to examine the contract with the G. B. &

L. P. R. R. Company, and report the liabilities of the county thereon, reported that they had examined said contract, and taken legal advice thereon, and were unanimously of the opinion that under said contract the company is entitled to receive, on the 1st day of January next, the $15,000 of bonds issued and now on deposit in Milwaukee; which report was accepted, and the committee discharged.

Under date of November 29, 1873.

66 Application of C. M. Webb in behalf of G. B. & L. P. Railway Co. in regard to interest on county bonds, presented and read as follows:

"I would respectfully call the attention of the county board to the fact that an installment of interest on co. bonds, issued to the Green Bay and L. P. Railway Co., will become due early in January next, and ask that the county board should, by order, authorize the county treasurer to pay the same when due, if he has funds which can be used for that purpose; and if not, then that he pay the same as soon as the same can be done, consistent with other public obligations.

"CHAS. M. WEBB,
"*In behalf of R. R. Co.*"

On motion, county treasurer instructed and authorized to pay the interest on outstanding county bonds, when the same shall become due and payable, out of any money in his hands belonging to such fund.

Under date of November 29, 1873, *at* 2 *o'clock p. m.*

And the county board do further order, determine, and resolve that the sum of eighteen thousand dollars ($18,000) be levied and raised in said county upon the taxable property thereof for the year 1873 for interest on county bonds issued to railway co's, and that the same be apportioned to the city of Grand Rapids and the several towns of said county as follows, to wit:

City of Grand Rapids	$4,881 10
Town of Grand Rapids	390 50
" " Saratoga	219 70
" " Centralia	3,172 78
" " Rudolph	2,074 75
" " Sigel	2,501 80
" " Seneca	1,830 57
" " Lincoln	1,525 35
" " Dexter	732 20
" " Remington	671 25
	$18,000 00

67 *Under date of January 3rd*, 1874.

The matter of payment of interest on county bonds issued to the G. B. & L. P. R. R. Co., called up, and on motion the county treasurer is instructed to withhold such interest now due until the next meeting of the county board.

Under date of August 12, 1874.

Supervisor Reeves introduced the following resolution, to wit:
Whereas the County of Wood, in the year 1872, issued bonds to

the amount of one hundred and fifty thousands dollars to the Green Bay and Lake Pepin R. R. Co.;

And whereas by the terms of agreement, the said county was to receive in exchange for said bonds an equal amount of the capital stock of said company;

And whereas the said company has failed to so deliver said stock:

Therefore be it resolved by the county board of supervisors of said county to deny the payment of said bonds or the interest thereon.

And be it further resolved, That the county treasurer of said county be, and he is hereby, instructed to notify the secretary of said company or the holder or holders of said bonds of the action of this board.

Motion made that the said resolution be adopted.

Supervisor Roche moves to amend by referring the same to a special committee.

Motion to amend lost.

Vote taken on the passage of the resolutions; motion carried.

Under date of November 25th, 1874.

And thereupon the said plaintiff rested its case.

And thereupon the defendants, to maintain the issue on their
68 part, called and examined as a witness L. P. Powers, who testified:

I was clerk of the board of supervisors of the county of Wood during the years 1871 and 1872, and until the first Monday in January, 1873. And thereupon the witness was shown the first proposition for aid above set forth and given in evidence by the said plaintiff, and dated the 9th day of February, 1871, and also the notice of election, of which the following is a copy, and which was offered and read in evidence on the part of the defendants:

Election notice.—Proposition for a railroad.

Notice is hereby given to all the legal voters in the county of Wood, that the Green Bay and Lake Pepin Railway Company has made and delivered to the undersigned, clerk of the said board of supervisors, a proposition in writing signed by the president and secretary of said railway company and sealed with the common seal of said company, in pursuance of the provisions of an act of the legislature of the State of Wisconsin, entitled "An act to authorize the counties and towns through which the Green Bay and Lake Pepin Railway passes to aid in its construction," approved March 8, 1867, and the act amendatory thereto, and that the following is a full statement of such proposition:

"To the county of Wood, in the State of Wisconsin:

"The Green Bay and Lake Pepin Railway Company, being desirous of beginning the construction of their railway, do hereby make the following proposition to the said county of Wood in accordance with the provision of chapter ninety-three (93) of the laws of Wisconsin, approved Mrcah 8th, 1867, and the acts amendatory thereof, to wit:

"The said company proposes to issue to the said county certificates for two thousand shares of capital stock of the said company, amounting, at par value, to the sum of two hundred thousand dollars, and in exchange for such stock the said company proposes to receive from said county an equal amount; that is to say, the sum of two hundred thousand
69 dollars of the corporate bonds of said county, payable to the treasurer of said company or bearer, transferable by delivery, and bear-

ing interest, payable semi-annually in gold, at the rate of eight per cent. per annum, and in the following denominations and terms of payment, that is to say, 50 bonds of $1,000 each, made payable in 10 years from the date of delivery to such treasurer; 50 bonds of $1,000 each, made payable in 13 years from the day of delivery as aforesaid; 50 bonds of $1,000 each, made payable in 16 years from the day of delivery as aforesaid; 50 bonds of $1,000 each, made payable in 20 years from the day of delivery as aforesaid.

"Each of said bonds shall have attached thereto semi-annual interest, coupons for the interest aforesaid, payable to such treasurer or bearer, and such coupons, as well as said bonds, shall be made payable at the Bank of North America, in the city of New York.

"The said county, through its authorized agents, shall be entitled to vote upon such stock in the same manner as the holders of other stock of said company.

"There shall be delivered to the treasurer of said company, as the agent of the directors thereof in that behalf, the sum of one hundred thousand dollars of said bonds, in such denominations and terms of payment conforming to the above specifications as shall be selected by him, whenever proof—by the certificate under oath by the president or vice-president and of the secretary of said company, and by the certificate under oath of two legal voters of said county, who shall be freeholders thereof, and be for that purpose appointed as hereinafter provided—that said railway has been duly graded, tied, and ironed from Fort Howard to the city of Grand Rapids, in the county of Wood, shall be duly filed in the office of the clerk of the county board of supervisors of said county of Wood.

70 "And there shall be delivered to said treasurer as aforesaid the further sum of fifty thousand dollars of said bonds, in such denominations and terms of payment as aforesaid, whenever proof in the manner aforesaid that said railway has been duly graded, tied, and ironed from Fort Howard to the town of Centralia and a bridge constructed over the Wisconsin River from Grand Rapids to Centralia; and the further sum of fifty thousand dollars as soon as said road is graded, tied, and ironed as far west as Yellow River, in said county of Wood, shall be filed as aforesaid. And it is further agreed that upon demand by said company after the proposition is accepted by the voters of said county, the said county shall issue and deliver to the First National Bank of Wisconsin, as trustee, all of the aforesaid bonds to be delivered by said trustee to said company on the filing of said certificates as above stated, but the interest shall be cancelled on the coupons up to the time the bonds are delivered by said trustee to said company. And it is further agreed that the said road shall be built, as above stated, to the city of Grand Rapids by the first of January, 1872, or the first mentioned bonds shall be forfeited by said company; and to Centralia and Yellow River by the 1st of January, 1873, or the balance of said bonds shall be forfeited by said company.

"Such voters may be appointed by the county judge or a court commissioner of the county of Wood, or by the judge of the seventh judicial circuit; and if every such officer shall refuse to make such appointment, such voters may be appointed by the president of said company, but in the latter case no person shall be appointed who then shall be or theretofore shall have been a stockholder of said company, or who was not a freeholder during the year preceding the date of such appointment.

"The railway for which aid is hereby asked shall start from the
71 most eligible point in Fort Howard, (opposite Green Bay,) on or

near Fox River and run thence westward on the most feasible route through the said county of Wood to the most eligible point on the Mississippi River, to be determined by the directors of said company pursuant to its charter.

"Witness the signatures of the president & secretary of said company and the common seal thereof, which is its corporate seal, at Green Bay, Wis., this ninth day of February, A. D. 1871.

(Signed) "ANTON KLAUS,
"*President.*

(Signed) "J. WHITNEY,
"*Secretary.*"

Now, therefore, in pursuance of the provisions of the act aforesaid, and the amendments thereto, I do hereby give notice that an election will be held by the legal voters of said county on the 18th day of February, 1871, for the purpose of voting on said proposition.

The polls of such election will be held at the usual place of holding such elections in said county, and will be open at nine o'clock in the forenoon of said day of election, and closed at sunset in the afternoon of said day; and each voter at said election is required to deposit a ballot, upon which shall be written or printed the words, "For the railway proposition," or the words, "Against the railway proposition."

That said election shall be held and conducted, and the votes cast at such election shall be counted, canvassed, and returned, in the same manner as the votes at a general election. The canvassers shall make, certify, sign, and deposit with me, as such clerk, a statement of the whole number of votes cast upon the question, as well as a statement of the number for the railway proposition and the number against the railway proposition.

In witness whereof I have hereunto subscribed my name officially, at Grand Rapids, in the county of Wood, this 9th day of February, A. D. 1871.

(Signed) L. P. POWERS,
Clerk of Board of Supervisors.

72 STATE OF WISCONSIN,
County of Wood, ss:

I, Franklin J. Wood, county clerk of Wood County, do hereby certify that the above and foregoing instrument or paper writing has been compared by me with the original now of record in my office, and that the same is a full and correct transcript or copy of the same, and of the whole thereof.

In testimony whereof I hereunto set my official hand and seal this 13th day of December, 1875.

[SEAL.] F. J. WOOD,
County Clerk.

And thereupon the witness was asked the following question: "State whether you called that election of your own motion, or whether you called it after the board of railway commissioners had acted upon the subject." To which question the counsel for the plaintiff did then and there object, but the same was admitted subject to objection. To which the witness answered: "I called the election, as I then deemed to be my duty, under chapter 93, laws of 1867, without any consultation with or action by or on the part of the railway commissioners of Wood County."

The witness was then shown the second proposition for aid, given in evidence by the plaintiff, as above shown, and dated December the 16th, 1871, and the election notice, of which the following is a copy, and which was then and there given in evidence by and on the part of the said defendants:

Election notice.—Proposition for a railroad.

Notice is hereby given to all the legal voters in the county of Wood that the Green Bay and Lake Pepin Railway Company has made and delivered to the undersigned, clerk of the county board of super-
73 visors of said county, a proposition in writing, signed by the president and secretary of said railway company, and sealed with the common seal of said company, in pursuance of the provisions of the act of the legislature of the State of Wisconsin, entitled "An act to authorize the counties and towns through which the Green Bay and Lake Pepin Railway passes to aid in its construction," approved March 8th, 1867, and the acts amendatory thereto, and that the following is a full statement of such proposition:

"To the county of Wood, in the State of Wisconsin:

"The Green Bay and Lake Pepin Railway Company, being desirous of continuing the construction of their railway, do hereby make the following proposition to the said county of Wood, in accordance with the provisions of chapter ninety-three (93) of the laws of Wisconsin, approved March 8, 1867, and the acts amendatory thereof, to wit:

"The said company proposes to issue to the said county certificates for five hundred (500) shares of the capital stock of said company, amounting, at par value, to the sum of fifty thousand dollars. And in exchange for said stock the said company proposes to receive from said county an equal amount; that is to say, the sum of fifty thousand dollars of the corporate bonds of said county, payable to the treasurer of said company or bearer, transferable by delivery, and bearing interest, payable semi-annually, at the rate of eight per cent. per annum, and in the following denominations and terms of payment; that is to say, thirteen bonds of $1,000 each, made payable in eleven years from the date of delivery to such treasurer; twelve bonds of one thousand dollars each, made payable in fourteen years from the day of delivery as aforesaid; thirteen bonds of one thousand dollars each, made payable in seventeen years from the day of delivery as aforesaid; and twelve bonds of one thousand dollars each, made payable in twenty years from the day
74 of delivery as aforesaid. Each of said bonds shall have attached thereto semi-annual interest-coupons for the interest aforesaid, payable to such treasurer or bearer, and said coupons, as well as said bonds, shall be made payable at the office of the Farmers' Loan and Trust Company, in the city of New York.

"The said county, through its authorized agents, shall be entitled to vote upon such stock in the same manner as the holders of other stock of said company. All of said bonds shall be delivered to the treasurer of said company, as the agent of the directors thereof in that behalf, by the trustee hereinafter mentioned, whenever proof—by the certificate, under oath of the president or vice-president and of the secretary of said company, and by the certificate under oath of two legal voters of said county, who shall also be freeholders thereof, and be for that purpose appointed as hereinafter provided—that said railway has been duly graded, tied, and ironed from Fort Howard, in Brown County, to the city of Grand Rapids, in said county of Wood, shall be filed in the office of the clerk of the county board of supervisors of said county of Wood.

"All of said bonds shall be issued immediately after the election to be had by virtue hereof, and, with the stock of said company intended to be exchanged therefor, shall be immediately deposited with Marshall & Illsley, bankers, of Milwaukee, Wisconsin, as trustee for said county and said company, subject only to the restrictions and regulations in this proposition expressed.

"Unless said railway shall, on or before the first day of January, 1873, be graded, tied, and ironed as aforesaid, all the aforesaid bonds shall, on demand, made after the day last aforesaid, be by said trustee redelivered to the chairman of the county board of supervisors of said county *board of supervisors of said county* of Wood, to be cancelled; and all proceedings had by virtue hereof shall become null and void.

"Such voters may be appointed by the county judge, or a court
75 commissioner of the county of Wood, or by the judge of the seventh judicial circuit; and if every such officer refuse to make such appointment, such voters may be appointed by the president of said company; but in the latter case no person shall be appointed who then shall be, or theretofore shall have been, a stockholder of said company, or who was not a freeholder during the year preceding the date of such appointment.

"The railway, for which aid is hereby asked, starts from the most eligible point in Fort Howard, (opposite Green Bay,) on or near Fox River, is completed nearly to New London, and will run thence westward on the most feasible route through the said county of Wood to the most eligible point on the Mississippi River, to be determined by the directors of said company pursuant to its charter.

"Witness the signature of the president and secretary of said company and the common seal thereof, which is its corporate seal, at Green Bay, Wis., this 16th day of December, A. D. 1871.

[L. S.] "H. KETCHUM,
"*President.*
"THEO. S. ELLIS,
"*Secretary.*"

Now, therefore, in pursuance of the provisions of the act aforesaid, and the amendments thereto, I do hereby give notice that an election will be held by the legal voters of the said county on the 6th day of January, 1872, for the purpose of voting on such proposition.

The polls of such election will be held at the usual place of holding elections in said county, and will be open at nine o'clock in the forenoon of said day of said election, and closed at sunset in the afternoon of the same day, and each voter at said election is required to deposit a ballot, upon which shall be written or printed the words, "For the railway proposition" or the words "Against the railway proposition."

The said election shall be held and conducted and the votes cast at such election shall be counted and canvassed and returned in the
76 same manner as the votes at any general election. The canvassers shall make, certify, sign, and deposit with me, as such clerk, a statement of the whole number of votes cast upon the question, as well as a statement of the number for the railway proposition and of the number against the railway proposition.

In witness whereof I have hereunto subscribed my name, officially, at Grand Rapids, in the county of Wood, this 18th day of December, A. D. 1871.

L. P. POWERS,
Clerk of County Board of Supervisors.

And thereupon the said witness, touching said proposition and notice of election, was asked the same question as put to him with regard to the first proposition and notice, and gave the same answer, testifying that he called the election, as he then deemed to be his duty, under chapter 93, private and local laws of 1867, without any consultation with or action by or on the part of the railway commissioners of the county of Wood.

And the witness further testified that, prior to April, 1870, the Green Bay and Lake Pepin Railway Company had not constructed or made proposal to construct any part of its road through any part of the county of Wood. And hereupon it was conceded by counsel for the plaintiff that the Green Bay & Lake Pepin Railroad Company had not constructed its road, or any part of it, through Wood County, prior to April, 1870.

The charter of the Wisconsin Valley Railroad Company, and its amendments, being laws passed by the legislature of the State of Wisconsin, were here read in evidence by the defendants, from which it appeared that said company was authorized to construct a railroad from such point on or near the line of the La Crosse and Milwaukee Railroad between Kilbourn City and the tunnel on said road, as the board
77 of directors should select, to Wausau, in the county of Marathon, by way of the city of Grand Rapids, in the county of Wood.

And witness further testified that the city of Grand Rapids and the town of Centralia are situated directly opposite each other on the Wisconsin River.

Thereupon counsel for the defendant gave in evidence chapter 210, private & local laws of 1870, & chapter 34 of private & local of 1872, as follows, to wit:

Chapter 210.—*Published March* 17, 1870.

An act to authorize the county of Wood to aid in the construction of railroads.

The people of the State of Wisconsin represented in Senate and Assembly do enact as follows:

SECTION 1. The proper officers of the county of Wood are hereby authorized to issue the bonds of said county in an amount not exceeding the sum of one hundred and fifty thousand dollars, payable in not less than ten years from the date of their respective issue, with an annual interest not exceeding the rate of eight per cent., payable semi-annually, for the purpose of aiding in the construction of the Wisconsin Valley Railroad from any point on the line of the Milwaukee and St. Paul Railway to the city of Grand Rapids or village of Centralia, in said county of Wood, or in the construction of any other railroad of equal or greater length, which may first be built from any other direction into the said city of Grand Rapids or village of Centralia; but no such bond shall be issued unless a majority of the legal voters of said county voting on the question shall first have voted in favor of the issuing of such bonds in the manner hereinafter provided.

Board of commissioners.

SECTION 2. John Robbin, George Reeves, John Edwards, Francis Byran, O. Garrison, H. W. Jackson, R. C. Lyon, J. L. Witter, L. P. Powers, Joseph Wood, T. B. Scott, J. L. Mosher, and E. Dutruit

78 are hereby appointed commissioners, to be known as the "board of railroad commissioners of the county of Wood," whose duty it shall be to take the management of the fund hereby authorized to be created, and to do and perform generally all such acts and things as may be authorized or required by the provisions of this act, and a majority of said commissioners shall constitute a quorum for the transaction of business, and, on notice to all, shall meet and elect one of their number president and appoint a secretary, and define their respective duties; may call, hold, and adjourn meetings and adopt such rules and regulations for the government of their action as they, or a majority of them, may determine, as by law they may do. When any vacancy, by death, resignation, or removal from said county, shall occur in said board, they, or a majority of those remaining, shall have power to declare and fill such vacancy.

Their powers.

SECTION 3. The said board of commissioners, or the majority of them, are hereby authorized and empowered, for and on behalf of said county, to enter into and make a contract with any railroad company that shall undertake the construction of a railroad from any point on the line of the Milwaukee and St. Paul Railway to the said city of Grand Rapids, or village of Centralia, or with any other railroad company that shall propose to contract (construct) from another direction a railroad of equal or greater length, into the said city or village as they may deem advisable, containing among other the following conditions, to wit, that said county will issue and deliver to such company its bonds in an amount not exceeding one hundred and fifty thousand dollars, in consideration of the construction of such road or portions of road, and in exchange for an equal amount of the capital stock of the railroad company so constructing such road as the whole or portions of the same shall be completed; that said bonds shall be payable not less than ten years from the date of their issue, and shall bear interest, payable semi-annually, not exceeding the rate of eight per cent., and shall
79 be payable at such place as may be agreed upon between said commissioners and said railroad company; that after such railroad shall have been graded through from any point on the line of the Milwaukee & St. Paul Railway to the city of Grand Rapids or village of Centralia, or other road graded a like or greater distance to said city or village, said bonds shall be delivered to said railroad on the completion severally of a certain number of miles of railroad, to wit, twenty-five thousand dollars, when the road shall have been ironed and equipped to within twenty miles of Grand Rapids or Centralia; twenty-five thousand dollars upon the completion of every succeeding five miles of road, and the additional amount of twenty-five thousand dollars upon completion of the entire road into said city of Grand Rapids or Centralia, on conditions for the delivery of a lesser amount of bonds in like relative proportions; that the principal of said bonds shall be made payable in annual instalments, in sums not exceeding fifteen thousand dollars; and that such contract for the delivery of such bonds shall contain all the conditions hereinbefore or which may be hereinafter mentioned or provided, and in case of the omission of any of said conditions in such contract, such contract shall be construed and held in all courts and places to contain said conditions; that said contract on behalf of such railroad company shall contain all the terms, conditions, and considerations upon which its railroad is to be built; and its shares

of capital stock are to be issued and delivered in exchange for the bonds of said county; such contract shall be signed by the president and countersigned by the secretary of said board of commissioners, and signed by the president and countersigned by the secretary and sealed with the seal of such railroad company, and forthwith filed in the office of the clerk of the board of supervisors of said county of Wood.

Notice of election.

SECTION 4. Upon the filing of any such contract, as provided in the preceding section, in the office of the clerk of the board of supervisors of said county, it shall be, and is hereby, made the duty of said
80 clerk, within ten days thereafter, to publish, or cause to published, a notice of an election to be held by the legal voters of said county, at the usual place of holding elections in said county, and at such time as he may designate, which shall not be less than twenty nor more than thirty days from the date of such notice, which notice shall contain a full statement of the conditions of said contract, and shall call upon said voters to deposit a ballot, upon which shall be written the words "for issuing the county bonds," or the words "against issuing the county bonds."

SECTION 5. Such election shall be held and conducted in the same manner that general elections are held and conducted in said county, and the votes cast at such election shall be counted, canvassed, and returned in the same manner as the votes at any general election are counted, canvassed, and returned, and the canvassers shall make, certify, sign, and deposit with the clerk of said county a statement of the whole number of votes cast at said election, as well as a statement of the number for issuing the county bonds, and the number against the issuing of the county bonds, and such certificate shall be conclusive evidence of the facts as to the number of the votes cast for or against the issuing of the county bonds, and also of the fact that such election was regularly held and conducted according to law.

SECTION 6. If a majority of the legal voters of said county voting on the question shall have voted for issuing said county bonds it shall be the duty of the proper officers of said county to cause said bonds to be issued and to be delivered to the said railroad company or its assigns, on the performance of the terms and conditions of the contract so as aforesaid entered into with the said board of railroad commissioners, and annually thereafter to cause to be levied, assessed, and collected a tax sufficient to pay the interest and principal of said bonds, as the same shall become due and payable, and if any such officers shall fail to issue and deliver any of said bonds, or to levy any such tax
81 as herein required, the party entitled to receive the same may apply to the judge of the circuit court of said county in term time or in vacation, whose duty it shall be forthwith to compel by mandamus, attachment, or otherwise, said officers to execute and deliver said bonds, or to levy, collect, and pay over such tax to the party or parties entitled to receive the same.

How bonds to be executed.

SECTION 7. All bonds issued under the provisions of this act shall be signed by the chairman of the board of supervisors of said county in his official capacity, and countersigned by the clerk of said board, who shall also affix thereto the official seal of said county, and the same

shall be redeemable at the time or times agreed upon by and between the said board of railroad commissioners and the said railroad company, and shall also have interest-coupons attached, signed by said clerk of the board of supervisors, drawing an interest at the rate agreed upon as aforesaid, not exceeding eight per centum, payable semi-annually; the principal and interest to be paid at such place in the city of New York, or elsewhere, as shall have been agreed upon in the aforementioned contract. The said bonds shall be made payable to the said railroad company, or its assigns, and such bonds and coupons shall be engraved or printed in the usual form of public securities, the cost of which the county board of said county is hereby authorized to pay out of the county treasury. Each series or denomination of bonds shall be numbered consecutively to the highest number of that denomination, shall have endorsed thereon the time when redeemable, and shall be carefully registered in the office of the register of deeds of said county in a record-book to be provided for that purpose.

General laws to apply.

SECTION 8. All the provisions of the general laws now or that may be in force at the time the provisions of this act are to be carried into effect, relating to elections and the qualifications of electors, penalties for illegal voting, and forms of oaths to be administered, shall apply to any elections held under the provisions hereof.

82 SECTION 9. This act is hereby declared to be a public act, and shall be published as a general law, and shall take effect from and after its passage.

Approved March 8, 1870.

(Chapter 34.—Published March 11, 1872.)

An act to amend and restrict chapter 210 of the local laws of 1870, entitled an act to authorize the county of Wood to aid in the construction of railroads.

The people of the State of Wisconsin, represented in the senate and assembly, do enact as follows:

SECTION 1. Section one of chapter 210 of the local laws of the year 1870, entitled "An act to authorize the county of Wood to aid in the construction of railroads," is hereby amended by adding to the end of said section one the following words: "Povided, That no more than one hundred thousand dollars of such bonds shall be issued for the purpose aiding in the construction of any one railroad, or to any one railroad company."

SECTION 2. Section three of said act is hereby amended by striking out the words "one hundred and fifty thousand dollars," where they occur, and inserting in lieu thereof the words "one hundred thousand dollars;" also by striking out all that portion of said section that authorizes the delivery of any portion of such bonds to the Wisconsin Valley Railroad Company before the completion of said road to the city of Grand Rapids, or the village of Centralia.

SECTION 3. Section 4 is hereby amended by striking out the word "twenty," where it occurs in said section, and inserting in lieu thereof the word "six."

SECTION 4. This act shall take effect and be in force from after its passage.

Approved March 9, 1872.

83 And thereupon the witness further testified that the Green Bay and Lake Pepin Railroad was the first railroad built into Grand Rapids from any direction. It came from the east, for a distance of ninety-six miles, from Grand Rapids.

That the Wisconsin Valley Railroad was constructed from the south or southwest, from the point of its connection with the Milwaukee & St. Paul (La Crosse & Milwaukee) Railway. It was built from the southwest, a distance of forty-seven miles, from the Milwaukee and St. Paul Railway to Centralia.

And thereupon the said defendants put in evidence the following stipulation, with the exhibits A and B thereto annexed.

U. S. circuit court, western district of Wisconsin.

MILO R. EAMES
vs.
BOARD OF SUP'S OF WOOD CO.

MOSES TAYLOR
vs.
SAME.

JOHN I. BLAIR
vs.
SAME.

LACKAWAN'A IRON & COAL CO.
vs.
SAME.

W. W. SCRANTON ET AL.
vs.
SAME.

It is hereby stipulated by and between the plaintiff and defendant in each of the above-entitled actions that on the trial thereof the paper attached hereto marked "A" may be received in evidence as a true copy of the bonds mentioned in each of the coupons referred to in the complaint in said actions, which, by their terms, are declared to be payable in gold. And that the paper hereto attached marked "B" may
84 be received in evidence as a true copy of each of the bonds mentioned in the several coupons referred to in said complaints, which are not by their terms declared to be payable in gold, except as to the Nos. of said bonds, their date, and times when they are by their terms made payable, information of which is to be furnished by counsel for the plaintiffs before the trial of said action, and stated at the foot hereof, so far as respects the bonds held by the plaintiff Eames, and other plaintiffs so far as practicable, and that extracts or copies from the records of Wood County, or papers on file in the office of the clerk of the board of supervisors of said county, purporting to be certified by the clerk of said board, may be received in evidence the same as if the originals were produced or the certificates were in all respects regular.

Dated Oct. 11, 1875.

GREGORY AND PINNEY,
Plff's Attys.
P. L. SPOONER,
Solrs. for Defts.

A.

No. .] [$1,000.

Whereas by an act of the legislature of the State of Wisconsin, entitled "An act to authorize the counties and towns through which the Green Bay and Lake Pepin Railway passes to aid in its construction," approved March 8, 1867, and the act amendatory thereof, it was made lawful for any county through any portion of which any part of the Green Bay and Lake Pepin Railway should run, or for any town or incorporated city or village in such county to aid, and every such county, town, city, or village was thereby authorized and empowered to aid, in the construction of said railway, and for such purpose to issue and deliver to said company, or to a trustee to be for that purpose designated, its or their bonds, and to receive in exchange for such bonds the stock or bonds of said railway company. And whereas after the railway of said company had been duly located to run through the county
85 of Wood, in said State, the said railway company, being desirous to exchange two thousand shares of its stock, amounting at par value to two hundred thousand dollars, for the bonds of said county of Wood to the amount of two hundred thousand dollars, did make and deliver to the clerk of the board of supervisors of said county a definite proposition in writing to that effect, signed by the president and secretary of said railway company and sealed with its common seal, which said proposition did in its terms fully comply with all the acquirements of the aforesaid acts; and thereupon the said clerk of the board of supervisors of said county did immediately cause to be published a notice, in due form of law of an election to be held by the legal voters of said county for the purpose of determining the question whether or not aid according to said proposition should be granted, which said notice in all respects fully complied with the aforesaid acts, and thereupon the election so called was duly held and conducted, and the said question was fairly submitted to a vote, and the statement and certificate required by law were duly made and signed and deposited. And whereas at such election, held on the 18th day of February, A. D. 1871, the majority of votes cast were for the railway proposition, set forth in such notice, and in favor of granting such aid by such stock subscription and issue of bonds in exchange therefor; and whereas the provisions of law in such cases made and provided were in all respects fully complied with, and said company is entitled to one-half of said bonds. Now, therefore, in consideration of the premises, and of the issue and delivery to the First National Bank of Milwaukee, Wisconsin, as trustee for said county of Wood, for the use of said county of Wood, of fully-paid certificates for ten shares of the capital stock of said company, amounting at par value to the sum of one thousand dollars, and being part and parcel of the two thousand shares aforesaid.

Know all men by these presents that the county of Wood,
86 in the State of Wisconsin, by its proper officers in that behalf, the chairman of the county board of supervisors and the clerk of the board of supervisors thereof, acknowledges itself to owe, and hereby promises to pay to the treasurer of the Green Bay and Lake Pepin Railway Company, or the bearer hereof, in years from the date hereof, the sum of one thousand dollars, at the Bank of North America, in the city and State of New York, with interest at the rate of eight per cent. per annum, payable semi-annually, in gold, at said bank, on the surrender of the annexed coupons, each signed by said clerk, as they severally became due.

In witness whereof the said county of Wood hath caused these presents duly to be signed and delivered by its proper officers aforesaid, under the corporate seal of said county, and the annexed coupons to be signed by said clerk this day of , A. D. 1872.

_____,
Chairman of Board of Supervisors.

_____,
Clerk of Board &c., &c.

Section 6 of the enabling act is as follows: "Every county, town, incorporated city or village, which by the provisions of this act is authorized to issue any bonds, shall be severally liable in law faithfully, promptly, and at maturity, to pay and discharge the principal and interest due upon every such bond, and the separate faith of every such county, town, incorporated city or village shall, by the issue of said bonds, be irrevocably, inviolably pledged for the prompt discharge of every such liability, and every such county, town, incorporated city or village shall annually levy a tax on all its taxable property for the payment of the annual interest on all bonds which it may issue in accordance with the provisions of this act, in addition to all other taxes, equal in amount to the amount of the annual interest on all bonds which it may issue as aforesaid.

87 B.

Whereas by an act of the legislature of the State of Wisconsin, entitled "An act to authorize the counties and towns through which the Green Bay and Lake Pepin Railway passes to aid in its construction," approved March 7th, 1867, and the acts amendatory thereof, it was made lawful for any county through any portion of which any part of the Green Bay and Lake Pepin Railway should run, or for any town or incorporated city or village in such county, to aid, and every such county, town, city, or village was thereby authorized and empowered to aid in the construction of said railway, and for such purpose to issue and deliver to such company, or to a trustee to be for that purpose designated, its or their bonds, and to receive in exchange for such bonds the stock or bonds of said railway company; and whereas, after the railway of said company had been duly located to run through the county of Wood, in said State, the said railway company, being desirous to exchange five hundred shares of its stock, amounting at par value to fifty thousand dollars, for the bonds of said county of Wood, to the amount of fifty thousand dollars, did make and deliver to the clerk of the board of supervisors of said county a definite proposition in writing to that effect, signed by the president and secretary of said railway company and sealed with its common seal, which said proposition did in its terms *did* fully comply with all the requirements of the aforesaid act, and thereupon the said clerk of the board of supervisors of said county did immediately cause to be published a notice in due form of law of an election to be held by the legal voters of such county, for the purpose of determining the question whether or not aid according to said proposition should be granted, which said notice in all respects fully complied with the aforesaid acts; and thereupon the election so called was duly held and conducted, and said question was fairly submitted to a vote, and the statement
88 and certificate required by law were duly made, signed, and deposited; and whereas, at such election held on the 6th day of January, A. D. 1872, the majority of votes cast were for the "railway

proposition" set forth in such notice, and in favor of granting such aid by such stock subscription and issue of bonds in exchange therefor; and whereas the provisions of law in such cases made and provided were in all respects fully complied with:

Now, therefore, in consideration of the premises, and of issue and delivery to Marshall & Illsley, bankers, of Milwaukee, Wisconsin, as trustee of said county of Wood, for the use of said county of Wood, of fully said certificates for ten shares of the capital stock of said company, amounting at par value to the sum of one thousand dollars, and being part and parcel of the five hundred shares aforesaid,

Know all men by these presents that the county of Wood, in the State of Wisconsin, by its proper officers in that behalf, the chairman of the county board of supervisors and the clerk of the board of supervisors thereof, acknowledges itself to owe and hereby promises to pay to the treasurer of the Green Bay and Lake Pepin Railway Company, or the bearer hereof, in years from the date hereof, the sum of one thousand dollars, at the office of the Farmers' Loan and Trust Company in the city and State of New York, with interest at the rate of eight per centum per annum, payable semi-annually at said office, on the surrender of the annexed coupons, each signed by said clerk, as they severally became due.

In witness whereof the said county of Wood hath caused these presents duly to be signed and delivered by its proper officers aforesaid, under the corporate seal of said county, and the annexed coupons to be signed by said clerk this day of , A. D. 1872.

, *Chairman, &c.*
, *Clerk, &c.*

89 Section 6 of the enabling act is as follows: "Every county, town, incorporated city, or village which, by the provisions of this act, is authorized to issue any bonds, shall be severally liable in law faithfully, promptly, and at maturity to pay and discharge the principal and interest due upon every such bonds, and the separate faith of every such county, town, incorporated city, or village shall, by the issue of said bonds, be irrevocably, inviolably pledged for the prompt discharge of every such liability, and every such county, town, incorporated city, or village shall annually levy a tax on all its taxable property for the payment of the annual interest on all bonds which it may issue in accordance with the provisions of this act, in addition to all other taxes, equal in amount to the amount of the annual interest on all the bonds which it may issue as aforesaid.

And thereupon the said witness further testified that no work was done on the Green Bay and Lake Pepin Railroad west of the town of New London prior to the passage of the said chapter 34 of the private and local laws of 1872; that the distance from New London to Grand Rapids was from forty-five to fifty miles; that New London was east of Grand Rapids, on the line of said Green Bay and Lake Pepin Railroad, and that it was forty miles from Grand Rapids to the line of the Milwaukee and St. Paul Railway at the nearest point.

And said witness further testified that said county had not received the stock of the railroad company to be delivered in exchange for its bonds, unless the deposit of the stock with the trustees could be considered as receiving it, and that whether the stock had been deposited with the trustees he did not know, but he understood it had.

On cross-examination said witness testified that work was commenced on the Wisconsin Valley road in the year 1872, and after the act of 1872

was passed. And further that there was a scheme on foot, and the
90 question was agitated among the people and officers of Wood County, of aiding in the construction of the railroad to be built from Portage City after it became a certainty that the first one hundred thousand dollars voted by the county to the Green Bay and Lake Pepin Railroad Company would be forfeited.

The Green Bay & Lake Pepin Railroad was not built to the city of Grand Rapids by the 1st day of January, 1872, as was contemplated in the first proposition of said railway company, hereinbefore set forth, bearing date Feby. 9, 1871, and the one hundred thousand dollars of the bonds mentioned in said proposition as forfeitable in case the road was not built to that city by Jan. 1, 1872, were not delivered to said company.

The said company did, however, complete its road through Grand Rapids and Centralia to Yellow River by the first of January, 1873, and thereupon received the other one hundred thousand dollars of the bonds referred to in said proposition of Feb. 9, 1871, (being the $50,000 which were deliverable by the terms of said proposition when the road should be finished to Centralia and a bridge constructed over the Wisconsin River and the $50,000 which were made deliverable when the road should be finished to Yellow River,) and also received the $50,000 of bonds which were contemplated in the second proposition of said company, hereinbefore set forth, and bearing date Dec. 16, 1871.

The defendant further to maintain the issue on its part called and examined as a witness Robert C. Lyons, who testified that he was chairman of the board of supervisors of the county of Wood, and that he had been a member of said board for seven years; that he had searched the record of the proceedings of the board of supervisors of the county, and that there was no record of any action of the said board requesting any legislation curing or intending to cure defects in the bonds issued by said county. That nothing of the kind ever occurred to his personal knowledge or recollection. Said witness further testified that he had no doubt the stocks of the railroad company were issued and deposited with the trustees.

91 And thereupon the following deposition was read in evidence by and on behalf of the defendants:

Deposition of Moses Taylor.

I reside in the city of New York.

Q. There is a suit now pending in the circuit court of the United States for the western district of Wisconsin, in which the Lackawan'a Iron and Coal Company is plaintiff, to recover from the county of Wood the amount of certain coupons or interest upon certain bonds purporting to have been issued by the officers of the county in aid of the Green Bay and Lake Pepin Railway Company. Are you an officer of the plaintiff's company; and, if so, what office do you hold, and for how long a time have you held it?

A. I am president of the Lackawan'a Iron & Coal Company, and have been so for two or three years.

Q. Was the plaintiff's company the holders of the bonds of said company, to which said coupons were attached?

A. The company was and is the holder of 35 bonds. They have been the holder of a very much larger number, but have sold them. In addition to being owners of said 35 bonds, they own 15 or 16 coupons, which have been detached from other bonds, and the coupons belonging to the

35 bonds, including the 15 or 16 coupons, and the coupons upon which suit has been brought in this case.

Q. Did said company hold said thirty-five bonds and said fifteen or sixteen coupons, or any interest therein, at the time this suit was commenced?

A. They did own them then and do now own them absolutely.

Q. Did they own the bonds to which the said 15 or 16 coupons belonged?

A. They had owned them, but, I think, had sold them prior to the commencement of this suit.

Q. Has the plaintiff's company ever been a stockholder in said railway company; and, if so, when did it become a stockholder therein, and how long did it continue to be so?

92 (Objected to as immaterial.)

A. It became a stock and bond holder in 1872, and is such now.

Cross-examined by Mr. Brisbane:

Q. State whether the company plaintiff, of which you are president, purchased the stock and bonds of the said railway company, and also the bonds of said Wood County, in good faith and paid value therefor.

A. They did.

MOSES TAYLOR.

Subscribed and sworn before me this 15th day of November, 1875.

GEO. F. BETTS.

The defendants here rested their defense.

And the plaintiff thereupon gave in evidence chapter 506 of the private and local laws of the State of Wisconsin of the year 1870, entitled "An act to incorporate the Portage, Friendship, Grand Rapids and Stevens Point Railroad Company, and to authorize towns, cities, and incorporated villages along the line of its road to subscribe to its capital stock," which said act was approved March 17, 1870, and published April 8th, 1870, and authorized the railroad company thereby incorporated to construct a railroad from the city of Portage, in the county of Columbia, via Friendship, in the county of Adams, Grand Rapids, in Wood County, to or near the city of Stevens Point, in the county of Portage, or such other point in the counties of Portage, Wood, or Marathon as the corporators or their successors should determine.

And the said plaintiff further read in evidence chapter 351 of the private and local laws of the State of Wisconsin for the year 1862, entitled "An act to incorporate the Berlin and Grand Rapids Railroad Company," approved June 16, 1862, and published June 16, 1862, which authorized the construction of a road from Berlin, via Watertown, to Grand Rapids, in Wood County, but it contained no aid provisions whatever.

93 The plaintiff then called and examined as a witness Fred. S. Ellis, who testified that he was secretary of the Green Bay & Lake Pepin Railway Company, and that as such he deposited on behalf of said company, in accordance with the propositions submitted to the county of Wood, and for the use of said county, fifty thousand dollars of the stock of said railroad company with Messrs. Marshall and Illsley, bankers, of Milwaukee, and one hundred thousand dollars of said stock with W. S. Candee, banker in said city of Milwaukee, and that the same was done with the knowledge and concurrence of the chairman of the board of supervisors of Wood County.

The testimony here closed, and the foregoing is all the evidence given and received on the trial of said action.

Whereupon the said defendants, by their counsel, did insist that said chapter 210 of the private and local laws of the State of Wisconsin for the year 1870, and its amendments, were a revision and repeal of said chapter 93 of the private and local laws of said State for the year 1867, and its amendments, and especially that they did operate as such revision and repeal so far as the granting of aid by said county of Wood in the construction of any railroad which should first be built into and through the city of Grand Rapids and the town of Centralia in said county was concerned.

And the said judge did then and there give his opinion and decide and instruct the jury that said chapter 210 and its amendments were not such revision and repeal, and did not so operate to revise or repeal said chapter 93 and its amendments; and to which said opinion, decision, and instruction of said judge the said defendants, by their said counsel, did then and there except. (1st exception.)

94 And the said defendants, by their said counsel, did further insist that said bonds, and the coupons upon which said action was instituted, were wholly void and of no effect in the hands of the plaintiff, because the county of Wood possessed no authority in law to issue, execute, or deliver the same.

And the said judge did then and there give his opinion and decide and instruct the jury that the said bonds and coupons were not void, but were valid in the hands of the plaintiff, it being admitted that it is a bona-fide holder for value, and that the county of Wood possessed lawful authority to issue, execute, and deliver the same; and to which said opinion, decision, and instruction of the said judge the said defendants, by their said counsel, did then and there except. (2d exception.)

And the said defendants, by their said counsel, did further insist that it was incompetent for the legislature of the State of Wisconsin, of its own mere motion, by act or otherwise, and without the application, assent, or approval of said county of Wood, to ratify and make valid the bonds of said county, which were void for want of lawful authority to issue the same, and that said chapter 218 of the laws of said State for the year 1873 had not and could not have any such constitutional force or effect.

And the said judge did then and there give his opinion and decide and instruct the jury that it was competent for the legislature of said State, by act, and without the application, assent, or approval of said county of Wood, to ratify and make valid the bonds of said county, if they were before void for want of compliance with the authority to issue the same, and that said chapter 218 had such constitutional force and effect therein stated by recognizing such bonds in the manner; to which said opinion, decision, and instruction of said judge the said defendants, by their said counsel, did then and there except. (3rd exception.)

95 And the said judge did then and there give his opinion and decide and instruct the jury, there being no dispute that the plaintiff was a bona-fide holder of said coupons, that the said plaintiff was entitled to a verdict against said defendant for the several sums appearing to be due upon said coupons, amounting in the aggregate to the sum of $6,771.60, and did direct the jury to return their verdict for said last-mentioned sum, which was then and there done by said jury without leaving the box; and to which opinion, decision, instruction, and direction the said defendants, by their said counsel, did then and there except. (4th exception.)

And afterwards, and during the same term, and before judgment, the said defendants, by their said counsel, moved the court for a new trial

of said action, because said verdict was against law and against evi dence, and because the said judge erred in his said opinions, decisions, and instructions to the jury; which said motion was then and there overruled, and to which ruling and decision the said defendants, by their said counsel, did then and there except. (5th exception.)

And because the said several matters, opinions, decisions, instructions, and rulings of said court do not appear of record, the judge of said court, at the request of the counsel for the defendants, has hereby set his hand and seal to this bill of exceptions during the term aforesaid, to wit, this 2d day of May, A. D. 1876.

J. C. HOPKINS, [SEAL]
Judge.

And afterward, to wit, on the 2d day of May, A. D. 1875, came the said plaintiffs, by their attorneys, and filed their stipulation, as follows:

Stipulation.

Circuit court of the United States for the western district of Wisconsin.

THE LACKAWAN'A IRON AND COAL COMPANY
vs.
THE BOARD OF SUPERVISORS OF WOOD COUNTY.

96 It is hereby stipulated by the parties to the above-entitled action, by their respective attorneys herein, that the defendant will take and prosecute an appeal from the judgment in said cause, so as to submit the same at the next October term of the Supreme Court of the United States, on printed arguments, under rule number twenty, unless the attorneys for the plaintiff should desire to have the case stand over for oral argument.

It is further agreed that the motions for new trials in the other actions against the above-named defendant in said circuit court shall stand over undetermined until judgment shall have been rendered in the said appeal, in case the first paragraph of this stipulation is complied with.

Dated this 2d day of May, A. D. 1876.

L. S. DIXON,
P. L. SPOONER,
Attys. for Deft.
GREGORY AND PANIEY,
Attys. for Plff.

And on this day, to wit, the 18th day of May, A. D. 1876, came said defendants, by their attorneys, and filed their bond on appeal, as follows:

Bond.

Supreme Court of the United States.

THE BOARD OF SUPERVISORS OF WOOD County, plaintiffs in error,
vs.
THE LACKAWAN'A IRON AND COAL COMPANY, defendant in error.

Know all men by these presents that we, F. J. Wood and Ed.

97 Datruit, of Grand Rapids, of the county of Wood, and State of Wisconsin, are held and firmly bound unto the Lackawan'a Iron and Coal Company in the sum of five hundred dollars, to be paid to the said the Lackawan'a Iron and Coal Company, its successors, executors, or administrators; to which payment, well and truly to be made, we bind ourselves and each of us, jointly and severally, and our and each of our heirs, executors, and administrators, firmly by these presents.

Sealed with our seals. Dated this 10th day of May, A. D. 1876.

Whereas the above-named, The Board of Supervisors of Wood County, have prosecuted a writ of error to the Supreme Court of the United States to reverse the judgment rendered in the above-entitled action by the circuit court of the United States for the western district of Wisconsin:

Now, therefore, the condition of this obligation is such, that if the above-named, The Board of Supervisors of Wood County, shall prosecute their said writ of error to effect, and answer all costs and damages if they shall fail to make good their plea, then this obligation shall be void; otherwise to remain in full force and virtue.

F. J. WOOD. [SEAL.]
ED. DATRUIT. [SEAL.]

Sealed and delivered this 10th day of May, A. D. 1876, in presence of—

D. LLOYD JONES.
L. P. POWERS.

WESTERN DISTRICT OF WISCONSIN, *ss:*

F. J. Wood and Ed. Datruit, of the city of Grand Rapids, in said district, being duly and severally sworn, each for himself says that he is worth the sum of one thousand dollars over and above all debts by him owing and all exemptions by law, in property situated in the district aforesaid.

F. J. WOOD.
ED. DATRUIT.

Subscribed and sworn to before me 10th of May, A. D. 1876.

D. LLOYD JONES,
U. S. Court Commissioner, Western District Wisc.

98 Which said bond was endorsed as follows:

The within bond and sureties approved.

J. C. HOPKINS,
U. S. Dist. Judge.

99 United States of America, ss.: To the Lackawanna Iron and Coal Company, greeting:

You are hereby cited and admonished to be and appear at a Supreme Court of the United States to be holden at Washington on the second Monday of October next, pursuant to a writ of error filed in the clerk's office of the circuit court of the United States for the western district of Wisconsin, wherein the Board of Supervisors of Wood County are plaintiffs and you are defendant in error, to show cause, if any there be, why the judgment in the said writ of error mentioned shall not be corrected and speedy justice should not be done to the parties in that behalf.

Witness the Hon. James C. Hopkins, judge of the district court of the

United States for the western district of Wisconsin, this 3d day of June, in the year of our Lord one thousand eight hundred and seventy-six.

J. C. HOPKINS,
District Judge of the United States
for the Western District of Wisconsin.

100 (Indorsed:) Supreme Court of the United States. The Board of Supervisors of Wood County, plff. in error, vs. The Lackawanna Iron and Coal Company, deft. in error. Citation on writ of error. Service admitted. Gregory & Pinney, attys. for deft. in error. L. S. Dixon and P. L. Spooner, attys.

101 *Certificate.*

WESTERN DISTRICT OF WISCONSIN, *ss:*

I, F. M. Stewart, clerk of the circuit court of the United States for the western district of Wisconsin, do hereby certify that I have compared the above and foregoing with the original record and proceedings now remaining of record and on file in my office in the above-entitled cause, and that it is a correct transcript therefrom, and also a true copy of the security on the writ of error, and the original citation and service thereof under said writ.

In testimony whereof I have hereunto set my hand and affixed the seal of said circuit court, at my office, in the city of Madison, this 6th day of July, A. D. 1876, and of our Independence the one hundred and first.

[SEAL.] F. M. STEWART, *Clerk.*

(Indorsement on cover:) W. Wisconsin C. C. U. S., No. 667. The Board of Supervisors of Wood County, plaintiffs in error, vs. TheLackawan'a Iron and Coal Company. Filed 3' August, 1876.

REC. 667—8

SUPREME COURT

OF THE

UNITED STATES

THE BOARD OF SUPERVISORS OF WOOD COUNTY,

Plaintiff in Error,

vs.

THE LACKAWANA IRON AND COAL COMPANY,

Defendant in Error.

Argument of

L. S. DIXON,

Of Counsel for Plaintiffs in Error.

Supreme Court

OF THE

UNITEDSTATES.

THE BOARD OF SUPERVISORS OF WOOD COUNTY,
Plaintiff in Error,

vs.

THE LACKAWANA IRON AND COAL COMPANY,
Defendant in Error.

Action of assumpsit to recover the amount of divers coupons attached to certain bonds issued on the first day of January, A. D. 1873, by the clerk of the plaintiff in error to the Green Bay and Lake Pepin Railway Company, and assigned by said company before due, for value, to the plaintiff below. Said railway compa-

ny was incorporated by chapter 540 of the private and local laws of 1866, with power to construct, maintain and operate its road "from such point as the directors shall determine, on or near the outlet of Fox river, near Green Bay, thence on the most feasible route to some point on Lake Pepin, or opposite the city of Wabasha, in the state of Minnesota, as the Directors shall determine," without designating any particular counties through which said road should run.

Chapter 93 of the private and local laws of 1867 declared it to be lawful for any county through any portion of which any part of said railway should run, to issue to said railway company its bonds, in exchange for the stock or bonds of said company, for such sum or sums, at such rates of interest, and in such manner as might be agreed upon between the directors of said company and the proper officers of such county, a majority of the legal voters of such county having first voted in favor of such issue.

The second section of the act, as amended by chapter 166 of the private and local laws of 1869, declared that whenever said railway company should desire to exchange any amount of its stock or bonds for the bonds of any such county, it should make and deliver to the clerk of the board of supervisors of such county a definite proposition in writing, containing, among other things, a distinct statement of the amount of bonds of such county which said company proposed to receive in exchange for its stock or bonds, specifying the person or persons, trustee or corporation to whom they should be payable, the mode of transfer, the amount of each bond and the aggregate amount, the rate of interest, and the time of payment. Upon receiving such proposition the clerk of the board of supervisors of such county, or any five qualified electors, were authorized

and required immediately to publish, or cause to be published, a notice of an election to be held by the legal voters of such county at such time as they might designate, which should not be less than six nor more than twenty days from the date of such notice.

Before any steps were taken towards granting aid to said company by said county, and before said company had constructed or in any way manifested any intention to locate or construct any part of its road through any portion of said county, or had made any proposition to the authorities of said county for the issue of bonds in aid of its construction, the legislature of Wisconsin enacted chapter 210 of the private and local laws of 1870, which was declared on its face to be a public act, and was published on the 17th day of March, 1870, and is entitled, "An Act to authorize the county of Wood to aid in the construction of railroads." The first section of said act authorized the proper officers of said county to issue its bonds in an amount not exceeding the sum of one hundred and fifty thousand dollars, with an annual interest not exceeding the rate of eight per cent., payable semi-annually, for the purpose of aiding in the construction of the Wisconsin Valley Railroad from any point on the line of the Milwaukee and St. Paul Railway to the city of Grand Rapids, or the village of Centralia, in said county, or in the construction of any other railroad of equal or greater length, which might first be built from any other direction into said city of Grand Rapids, or the village of Centralia; but that no such bonds should be so issued unless a majority of the legal voters of said county, voting on the question, should first have voted in favor of the issuing of such bonds in the manner thereinafter provided. Said act further, among other things, declared that the bonds so to be issued should be issued only in pursuance of a

ny was incorporated by chapter 540 of the private and local laws of 1866, with power to construct, maintain and operate its road "from such point as the directors shall determine, on or near the outlet of Fox river, near Green Bay, thence on the most feasible route to some point on Lake Pepin, or opposite the city of Wabasha, in the state of Minnesota, as the Directors shall determine," without designating any particular counties through which said road should run.

Chapter 93 of the private and local laws of 1867 declared it to be lawful for any county through any portion of which any part of said railway should run, to issue to said railway company its bonds, in exchange for the stock or bonds of said company, for such sum or sums, at such rates of interest, and in such manner as might be agreed upon between the directors of said company and the proper officers of such county, a majority of the legal voters of such county having first voted in favor of such issue.

The second section of the act, as amended by chapter 166 of the private and local laws of 1869, declared that whenever said railway company should desire to exchange any amount of its stock or bonds for the bonds of any such county, it should make and deliver to the clerk of the board of supervisors of such county a definite proposition in writing, containing, among other things, a distinct statement of the amount of bonds of such county which said company proposed to receive in exchange for its stock or bonds, specifying the person or persons, trustee or corporation to whom they should be payable, the mode of transfer, the amount of each bond and the aggregate amount, the rate of interest, and the time of payment. Upon receiving such proposition the clerk of the board of supervisors of such county, or any five qualified electors, were authorized

and required immediately to publish, or cause to be published, a notice of an election to be held by the legal voters of such county at such time as they might designate, which should not be less than six nor more than twenty days from the date of such notice.

Before any steps were taken towards granting aid to said company by said county, and before said company had constructed or in any way manifested any intention to locate or construct any part of its road through any portion of said county, or had made any proposition to the authorities of said county for the issue of bonds in aid of its construction, the legislature of Wisconsin enacted chapter 210 of the private and local laws of 1870, which was declared on its face to be a public act, and was published on the 17th day of March, 1870, and is entitled, "An Act to authorize the county of Wood to aid in the construction of railroads." The first section of said act authorized the proper officers of said county to issue its bonds in an amount not exceeding the sum of one hundred and fifty thousand dollars, with an annual interest not exceeding the rate of eight per cent., payable semi-annually, for the purpose of aiding in the construction of the Wisconsin Valley Railroad from any point on the line of the Milwaukee and St. Paul Railway to the city of Grand Rapids, or the village of Centralia, in said county, or in the construction of any other railroad of equal or greater length, which might first be built from any other direction into said city of Grand Rapids, or the village of Centralia; but that no such bonds should be so issued unless a majority of the legal voters of said county, voting on the question, should first have voted in favor of the issuing of such bonds in the manner thereinafter provided. Said act further, among other things, declared that the bonds so to be issued should be issued only in pursuance of a

contract first to be made between the "board of railroad commissioners of the county of Wood," created and appointed by said act, and any railroad company which should undertake to construct a railroad from any point on the line of the Milwaukee and St. Paul Railway to the city of Grand Rapids or the village of Centralia, or with any other railroad company that should propose to construct from any other direction a railroad of equal or greater length into the said city or village, as they might deem advisable; such bonds to be made payable in annual installments, in sums not exceeding fifteen thousand dollars, and to be delivered as the construction of the road progressed, as specified in said act. Upon filing any such contract in the office of the clerk of the board of supervisors of said county, it was made the duty of such clerk to publish, or cause to be published, a notice of election, to be held by the legal voters of the county, at such time as he might designate, which should not be less than twenty nor more than thirty days from the date of such notice.

Chapter 34 of the private and local laws of 1872, published March 11th, 1872, amended the last preceding act so as to prohibit the issuing of more than one hundred thousand dollars of such bonds, for the purpose of aiding in the construction of any one railroad, or to any one railroad company.

The Wisconsin Valley Railroad Company, mentioned and referred in the last above act, was incorporated by chapter 528 of the private and local laws of 1856, to build a road "from such point at, or near Lisbon, on the west side of the Wisconsin River, on the line of the La Crosse & Milwaukee railroad (in 1870 the Milwaukee and St. Paul Railway) as shall be determined upon by the board of directors, to a point on said Wisconsin River opposite the village of Wausau, in

the county of Marathon, said railroad to pass not more than one mile west of Grand Rapids." Chapter 509 of the private and local laws of 1870, amended this charter by inserting after the word "Lisbon", the words "or any other point", thus giving the company the selection of any point on the Milwaukee and St. Paul Railway west of the Wisconsin River, as its southern terminus.

On the 9th day of February, 1871, the Green Bay and Lake Pepin Railway Company made its first proposition to the county of Wood for the issue of the bonds of said county in aid of the construction of said road; which proposal, purporting to be made in pursuance of said chapter 93, laws of 1867, was, in substance, that said company should exchange two hundred thousand dollars of its capital stock for bonds of said county to the amount of two hundred thousand dollars, bearing interest at the rate of eight per cent. per annum, payable semi-annually in gold; the principal payable as follows: fifty bonds of one thousand dollars each in ten years from the date of delivery; fifty in thirteen years; fiifty in sixteen years; and fifty in twenty years; said bonds, in case a majority of the votes should be cast in favor of such proposal, should be immediately deposited in the hands of a trustee designated in said proposal; also one hundred of said bonds, to be selected by him, should be delivered to the treasurer of said company, in case certain evidence of the completion of said road to the city of Grand Rapids on or before the first day of January, 1872, should be filed in the office of the clerk of the board of supervisors of said county, and the remaining one hundred thousand dollars of bonds should be delivered to said treasurer upon the filing of like proof that said road was completed to Yellow River on the first day of January, 1873; and unless

said road was so finished to Grand Rapids on or before the first day of January, 1872, the first mentioned one hundred thousand dollars of the bonds should be forfeited, and unless the road was finished to Centralia and Yellow River by the first day of January, 1873, the balance of said bonds should be forfeited by said company.

Upon receiving said proposal, the clerk of the board of supervisors of said county, of his own motion, and without any consultation with the board of railway commissioners created by said chapter 210, gave public notice of an election to be held on the 18th day of February, 1871, for the purpose of voting on such proposition, at which election a majority of the votes, as canvassed and returned, was in favor of accepting such proposal.

Said railway was not finished to the city of Grand Rapids by the first day of January, 1872, and it being known that said first one hundred thousand dollars of bonds were or would be forfeited, said company on the 16th day of December, 1871 made another proposal to said county of Wood, which was, in substance, that said company would exchange fifty thousand dollars of the stock of said company for fifty bonds of said county of one thousand dollars each, bearing interest at the rate of eight per cent. per annum, payable semi-annually; thirteen of said bonds to be payable in eleven years, twelve in fourteen years, thirteen in seventeen years, and twelve in twenty years from the date of delivery, such bonds to be delivered to a trustee designated in said proposal, and to be delivered to said company upon the making of certain proof that said road had been finished to the city of Grand Rapids on or before the first day of January, 1873.

Upon receiving said last named proposal, the clerk of the board of supervisors of said county, of his own

motion, and without any consultation with the board of railway commissioners created and appointed by said chapter 210, gave notice of an election to be held in said county on the 6th day of January, 1872, for the purpose of voting on such proposal, at which election a majority of the votes, as canvassed, was in favor of such proposal.

Said road was finished to Grand Rapids, and thence through the village of Centralia to Yellow River, by the first day of January, 1873, and thereupon the fifty thousand dollars of bonds last above mentioned, and one hundred of the gold-bearing bonds mentioned in the first proposal of said company, were delivered to said railway company.

Of the said gold-bearing bonds so delivered to said railway company, the sum of fifty thousand dollars will become or fall due in one and the same year, and the sum of fifty thousand dollars in another year, according to the terms of said first proposal of said railway company.

The Green Bay and Lake Pepin Railroad was the first one built to the city of Grand Rapids and the village of Centralia from any direction, being a continuous road from Green Bay to Grand Rapids of over one hundred miles in length. The distance from Grand Rapids to the nearest point on the line of the Milwaukee and St. Paul Railway is about forty miles, and by the line of the Wisconsin Valley Railroad to the point of its junction, less than fifty miles. The Green Bay and Lake Pepin road was built from New London (a point on its line east of Grand Rapids and west of Green Bay) to Grand Rapids, a distance of fifty miles, after the month of March, 1872. It was a road extending through the county, of much greater length than the Wisconsin Valley Railroad.

The city of Grand Rapids and village of Centralia

are directly opposite each other on the Wisconsin River. The population of the town of Centralia and the town and city of Grand Rapids comprised over two-thirds of the inhabitants of the county of Wood, which in the year 1870 did not exceed three thousand nine hundred and twelve persons.

An act of the legislature of Wisconsin relied upon by the plaintiff below to show a legislative ratification of the issue of these bonds, if issued in the first instance without such authority, is chapter 218 of the laws of 1873. It, as well as the other acts involved in this litigation, is copied at length in the printed record, and will be hereafter more particularly cited.

This act was passed without the application, assent, or approval of the county of Wood, or any of its officers.

Another act also relied upon by the plaintiff below to show that chapter 93 of the private and local laws of 1867 had not been repealed, is chapter 76 of the private and local laws of 1871, entitled, "An Act to amend chapter 93 of the private and local laws of 1867, entitled," etc.

The stock of the railway company in exchange for which the bonds of the county were delivered was deposited by the company with the trustees named in the proposals, but was never actually received by the county.

The coupons sued on are in part from both classes of bonds, as well as the one hundred gold-bearing bonds issued under the proposal of February 9th, 1871, as the fifty common interest-bearing bonds issued under the proposal of December 16th, 1871.

The verdict and judgment include interest on the coupons from the time they became payable until the date of the trial and judgment.

The board of supervisors on two different occasions passed resolutions directing the levy of taxes to pay interest on the bonded debt of the county, but whether the interest on the bonds the coupons of which are here in suit, the record fails to show.

The plaintiff below purchased the bonds in good faith and paid value therefor.

The several acts of the legislature above mentioned, and upon which the determination of this cause depends, together with the first and second proposal of the railway company to the county, and the resolutions and proceedings of the board of supervisors are to be found at length in the record, as follows:

Chapter 93, *private and local laws* 1867, on pages 79, 80 and 81.

Chapter 166, *private and local laws* 1869, on pages 81 and 82.

Chapter 76, *private and local laws* 1871, on pages 82 and 83.

Chapter 218, *laws of* 1873, on pages 83 and 84.

Chapter 210, *private and local laws* 1870, on pages 100 to 103.

Chapter 34, *laws of* 1872, on page 103.

First proposal of company to county, on pages 84 to 86.

Second proposal of company to county, on pages 86 and 87.

Resolutions and proceedings of board of supervisors, on pages 93 to 95.

Copies of the bonds issued are found on pages 105 to 108.

The record discloses but five exceptions, found on pages 110 and 111, upon which the plaintiffs in error make the following

ASSIGNMENT OF ERRORS.

1. The court erred in its opinion, decision and instruction to the jury, that said chapter 210 of the private and local laws of the state of Wisconsin for the year 1870, and its amendments, were not a revision and repeal of said chapter 93 of the private and local laws of said state for the year 1867, and its amendments, and especially that they did not operate as such revision and repeal, so far as the granting of aid by said county of Wood, in the construction of any railroad which should first be built into the city of Grand Rapids and the town of Centralia, in said county.

2. The court erred in its opinion, decision and instruction to the jury, that the coupons upon which said action was instituted, were not void and of no effect in the hands of the plaintiff, because the county of Wood possessed no authority in law to issue, execute or deliver the same, but on the contrary that the same were valid in the said plaintiff's hands, and that the said county possessed lawful authority to issue, execute and deliver the same.

3. The court erred in its opinion, decision and instruction to the jury that it was competent for the legislature of the state of Wisconsin, of its own mere motion, by act, and without the application, assent or approval of the county of Wood, to ratify and make valid the bonds of said county, if they were before void for want of compliance with the authority to issue the same, and that said chapter 218 of the laws of the state for the

year 1873 had such constitutional force and effect by recognizing such bonds in the manner therein stated.

4. The court erred in its opinion, decision and instruction to the jury, there being no dispute that the plaintiff was a *bona fide* holder of said coupons, that said plaintiff was entitled to a verdict against said defendant for the several sums appearing to be due upon said coupons.

5. The court erred in overruling the motion for a new trial, because the said verdict was against law and evidence.

I.

The questions presented by the first and second exceptions are in reality the same, and involve the proposition that chapter 210 of 1870 operated as a repeal of chapter 93 of 1867, under which the proposals were made and the bonds issued, so that said last named act had no existence as grant of legislative authority enabling the county of Wood, under its provisions, to aid in the construction of any railroad coming from any direction and of equal or greater length than the Wisconsin Valley Railroad, which should first be built into the city of Grand Rapids or the village of Centralia. Our position in this respect is, that chapter 210 of 1870 contained the only authority possessed by the county of Wood to aid in the construction of any railroad falling within the description and definitions of that act. It was the latest and only existing expression of the legislative will on that particular subject, and, as such, being in clear conflict with any previous expression of legislative will, whether by general or special words, necessarily abrogated all such previous expressions and authority, and furnished the sole authority and sole rule of action in this particular case.

In the discussion of this question we care not how strongly the rules of law disfavoring repeals by implication may be stated against us, if only it be not said that there can be no repeal of a statute by implication. The books abound in very strong language on this subject, and the duty of the court to harmonize the statutes so as, if possible, to avoid such repeals, is fully recognized. It is admitted, in the language of some of the authorities, that there must be flat, positive and irreconcilable repugnancy or inconsistency between the two statutes, so that both cannot be executed, before it shall be said that the last repeals the first. It is admitted, also, that both statutes must relate to the same subject, and not to distinct or different subjects, in order to justify the application of the rule of repeal by implication.

These admissions, made for the purpose of the argument of the writer, are the strongest possible statement of the rule which can be made and sustained against us. There is another rule, well supported by authority, and far more favorable to the defense, which it is insisted is clearly applicable to this case, and which will be presented by other counsel associated. It is this: If two statutes relate to the same subject matter, though not in terms repugnant or inconsistent, if the latter one is plainly intended to prescribe the only rule that shall govern, it will repeal the earlier.

Commonwealth v. Kelliher, 12 Allen, 480.
Sacramento v. Bird, 15 Cal., 294.
Swan v. Buck, 40 Miss., 268.
Commissioners v. McComb, 19 Ohio St., 345.
Weeks v. Wolcott, 15 Gray, 54.
Burlander v. Railway Co., 26 Wis., 76.

It appearing that the subject of the statutes is the same, the rule of law applicable to the case in the point

of view here presented is that laid down by this court in *Wood v. United States*, 16 Peters, 363, that "there must be a positive repugnancy between the provisions of new law and those of the old; and even then the old law is repealed by implication only *pro tonto*, to the extent of such repugnancy." When the proposition is to apply the authority granted by chapter 93 of 1867, to aiding in the construction of a railroad of the precise description specially provided for by chapter 210 of 1870, and that is the very proposition here presented, our position is, that the subject of the two acts is precisely the same, that their provisions are wholly inconsistent with each other, and incapable of joint or concurrent application, and that the last is not merely affirmative, or cumulative, or auxiliary, with respect to the first, but repeals it *pro tonto*, or as to the particular railroad so first built.

This examination is confined to the question of legislative authority to issue the bonds. The invalidity, even in the hands of an innocent holder for value, of county or other municipal bonds issued to a railroad company in aid of the construction of its road without such legislative authority, is too well settled by the repeated decisions of this court to require a reference to cases.

The subject of the two statutes was the very same. Chapter 93 of 1867, taken in connection with the charter of the Green Bay and Lake Pepin Railway Company, was a general authority to the company to build its road through any part of the county of Wood, and to ask and receive from the county, and for the county to issue and deliver its bonds in aid of the construction of such road. It was a general authority to the company to build its road into and through the city of Grand Rapids and the village of Centralia, and to the county

to issue its bonds to aid in such construction. As such general authority it included, of course, particular authority to build the particular road and to receive aid therefor, and, for the purpose of the power both of building and receiving, is to be construed as if the particular road or the particular route or line of road had been specially named in the charter or in the enabling act. As such general authority it included also the particular authority to build the *first railroad* of equal or greater length than the Wisconsin Valley Railroad into the city of Grand Rapids and the village of Centralia from *any direction*. It is conclusively demonstrated in this case that the company did build such *first railroad*, and nobody questions its power to do so under its charter. The charter included, therefore, such particular power as plainly as if it had been specifically named and granted in it. The subject of granting aid to such *first railroad* was hence *a subject*, or *one of the subjects*, embraced in chapter 93 of 1867. The power to issue bonds granted by that chapter necessarily and obviously included the particular power here spoken of, namely, the power to aid in the building of such first railroad. It was one of the subjects of that act, and when chapter 210 of 1870 was passed, it became the particular subject of the latter, fully regulated and provided for by it in all respects. It is not necessary to the operation of the rule of repeal by implication, that the last act should be co-extensive in its objects and purposes with the first, or embrace all the subjects of the first, but only that the particular subject of the last act, which is to be newly and differently regulated and governed, shall be included in the first. If it is so included, partial repeal by implication does or may take place. So far as chapter 210 of 1870 goes in regulating the subject of aid to be granted by the county of Wood in the

construction of railroads, that is, so far as the granting of such aid to the first railroad to be built into the city of Grand Rapids and the village of Centralia is concerned, the subjects of the two statutes are identical. Operating upon precisely the same subject upon which the first statute operated—and might still have operated but for the last—the last being clearly inconsistent and repugnant in its provisions, takes the particular subject out of the first, and repeals the first *pro tanto*. Such was the effect of the last act here, provided it is repugnant to the first, which is the next point of inquiry.

Chapter 210 *of* 1870 *is flatly repugnant to chapter* 93 *of* 1869. The points of dissimilarity and repugnance are broad and well defined. The statutes differ not only in important matters of detail but in their general scope and effect. In the first enacted the amount of aid which the county may grant is unlimited. In the last it is limited to the sum of $150,000. In the first the bonds of the county are to be made payable at such time, for such sum or sums, and at such rate of interest as may be agreed upon between the directors of the railway company and the proper officers of the county, who are declared to be the chairman and clerk of the board of supervisors. By the last the bonds are to be payable not less than ten years from the date of their issue, in annual installments in sums not exceeding fifteen thousand dollars, to bear interest, payable semi-annually, not exceeding the rate of eight per cent., and the place of payment shall be such as shall be agreed upon between the board of railroad commissioners, created and appointed by the act, and the railroad company. By the first, the proposition for aid must come in writing from the railroad company, signed by its president and secretary, and be delivered to the clerk of the board of supervisors, who, upon receiving it, is required (amend-

ment by chapter 166 of 1869) immediately to publish or cause to be published a notice of election, to be held not less than six nor more than twenty days from the date of such notice. By the last no proposition whatever can be made by or come from the railroad company, but the whole subject of granting such aid is vested in the first instance as a discretionary power in the board of railroad commissioners, who are authorized to enter into a contract with such railroad company as they may deem advisable, and without whose judgment and assent first exercised and given, no aid whatever can be granted by the county. Upon the making and filing of such contract with the clerk of the board of supervisors, he is authorized and required to publish a notice of an election, which shall not be less than twenty nor more than thirty days from the date of such notice. By the first there are no conditions or limitations as to the time or manner of the issuing and delivery of the bonds to the railroad company. The last contains full, specific and stringent conditions and limitations upon this subject. Other points of divergence doubtless exist, but these are enough. More flat, irreconcilable and obstinate conflict and repugnancy between two statutes could not well be. It seems idle to argue against the proposition that the two may stand and be executed together as regulations of the same subject. The contrary proposition is self-evident.

Thus stood the statutes in February, 1871, when the first proposition for aid was made to the county, and the election was held on that subject. The amendatory act, chapter 76 of 1871, passed and published February 18, 1871, and which was in force in December, 1871, when the second proposition for aid was made and the election held, made no change in the previous law except that it required the proposition to set forth the full

name and place of residence or place of business of the trustee or trustees, if any, nominated by the railroad company as the recipient and custodian of the bonds and stock of said eompany and of the bonds of the county.

Before the bonds of the county were earned and delivered, however, that is, before January 1, 1873, chapter 34 of 1872, amending chapter 210 of 1870, had been enacted, which still further limited the power of the county to grant aid, by declaring that no more than one hundred thousand dollars of such bonds should be issued for the purpose of aiding in the construction of any one railroad, or to any one railroad company.

Chapter 210 of 1870 by the words "or with any other railroad company that shall propose to construct from any other direction a railroad of equal or greater length into the said city or village," as clearly included the Green Bay and Lake Pepin Railway Company, its road being the first road of the description built, as if that company had been expressly named in the act. It was a proposition admitted in argument by counsel for the plaintiff below, and is certainly undeniable, that the company, in building its road as it did, might have contracted for, and might have received aid from the county under the provisions of chapter 210. This concession proves the identinty of the subject of the two statutes, and the question is whether both could stand and be executed upon the same subject. Clearly they could not, and the last act having taken the place of the first with respect to the same subject, the first was *pro tanto* repealed.

The rule is too familiar to require citations in support of it, that negative words in a subsequent statute are not necessary to its operation as a repeal by implication of a former one. A subsequent affirmative statute

clearly repugnant to a former one upon the same subject, works such repeal without negative words.

The case is a clear one also for the application of the rule that "where there are two acts or provisions, one of which is special and particular, and certainly includes the matter in question, and the other general, which, if standing alone, would include the same subject matter, and thus conflict with the special act or provision, the special must be taken as intended to constitute an exception to the general act or provision." *Crane v. Reeder*, 22 Mich., 334 The rule is familiar that where there is a particular and a general law upon the same subject, the general gives way for the particular, unless the opposite intent is clearly apparent. This is true where the general law is enacted after the special, and *a fortiori* true where the special is subsequently enacted. Mr. Sedgwick (Stat. and Const. Law, 98), discussing the rule that a general statute without negative words, will not repeal the particular provisions of a former one, unless the two acts are irreconcilably inconsistent, says: "The reason and philosophy of the rule is, that when the mind of the legislator has been turned to the details of a subject, and he has acted upon it, a subsequent statute in general terms, or treating the subject in a general manner, and not expressly contradicting the original act, shall not be considered as intended to affect the more particular or positive previous provisions, unless it is absolutely necessary to give the latter act such a construction, in order that its words may have any meaning at all." The same reasoning applies with far more force in support of the rule that where there is a subsequent special law regulating a particular subject which, if not so regulated, would be included in and governed by a previous general law, such subsequent special law constitutes an exception to

the previous general one, and repeals it *pro tanto*. The mind of the legislator having been directed to the particular subject, and he having specially acted upon and regulated it, the intention to take such subject out of the operation of the previous general law, and make such special regulation exclusive, is most manifest. This rule is illustrated by the following, among other cases:

State v. Clark, 1 Dutch., 54.
State v. Kelly, 34 N. J. Law (5 Vroom), 75.
Commonwealth v. Commissioners, 40 Pa. St., 348.
Titcomb v. Insurance Co., 8 Mass., 326.
Commissioners v. Potts, 10 Ind., 286.
The People v. The Mayor, 32 Barb., 121.
Gwinner v. Lehigh Railroad Co., 55 Pa. St., 126.

Chapter 93 of 1867 was a general law regulating the subject of aid to be granted to the Green Bay and Lake Pepin Railway Company by the counties and towns through any part of which its road should run. It was a general law regulating that subject as to the county of Wood, provided the railroad should run through that county. Chapter 210 of 1870 was a special law regulating a particular part of the same subject, that is, so much of the subject as related to the granting of aid by the county to the first railroad which should be built into the city of Grand Rapids or the village of Centralia, including the railroad of the Green Bay and Lake Pepin Railway, in case its road should be the first one so built. It was a complete and exclusive regulation of the subject of granting aid to such first railroad built by any railroad company.

The legislature, with its attention particularly drawn to the subject of granting aid to the first railroad to be built into the city of Grand Rapids or the village of Centralia, and recognizing the necessity and utility of

such road, and intending to stimulate and encourage the building of it, passed chapter 210 expressly for such purpose, and whether it was or was not contemplated at the time that the road of the Green Bay and Lake Pepin Railway Company might or would be built into or through the county of Wood, the effect of chapter 210, as an exclusive regulation of its particular subject, was and must be held to be the same. It took its subject out of the operation of the previous general law.

Looking at the facts as they existed with regard to Wood county, and as the legislature knew and understood them, the sparseness of its population, and the poorness of its soil, the fact that a large majority of its inhabitants, and nearly all of its business were centered at the lumber-manufacturing places, Grand Rapids and Centralia, there is the strongest reason for saying, as heretofore suggested, and as claimed in the answer of the county, that chapter 210 was intended by the legislature to take effect as the sole authority possessed by the county to grant aid in the construction of any railroad whatever. But whether it was so intended or not, it was clearly intended to operate as the sole authority of the county to grant aid in the construction of the first railroad of the kind described in it which should be built to Grand Rapids or Centralia.

Chapter 76 of 1871, amending chapter 93, is cited as evidence that the legislature did not intend by chapter 210 to modify or repeal any part of chapter 93. It proves nothing of the kind, and tends not at all towards such proof. Chapter 93, whether chapter 210 was a total or partial repeal of the authority granted by it to the county of Wood, remained the same general law authorizing the granting of aid by counties and towns to the Green Bay and Lake Pepin Railway Company, and stood intact, except as to the particular power carved

out of it and otherwise regulated by chapter 210. Any subsequent amendment of it, therefore, argues nothing on this point, and tends not in the slightest degree to refute our position with regard to the effect of chapter 210, or to show that the legislature ever intended or thought differently. As a general law, in force in all other respects, any amendment of chapter 93 was proper and had no other effect than to change it as it stood in force at the time the amendatory act was passed.

But it is said that the board of supervisors of the county appointed a committee to examine and ascertain whether the railroad company was entitled to a delivery of the bonds, and that the committee reported that they had taken legal advice, and were unanimously of the opinion that the company was so entitled, which report was accepted by the board. It is likewise said that the board of supervisors passed resolutions levying taxes upon the taxable property of the county for the purpose of paying the interest on the bonds, and also that one installment of such interest was in fact paid by direction of the board. These proceedings of the board are appealed to and relied upon as a species of contemporaneous construction of the statutes which is to bind the courts on the question of the power of the county to issue the bonds. If the board of supervisors can create such power by so simple a process as the appointment of a committee of its own members to ascertain and report upon the subject, and the acceptance of such report, if favorable, or if it can create such power by the passage of a resolution that the county has the power, an easy way is open for the solution, or rather the removal, of all these difficult questions of power. If the opinion of the board or other officers of the municipality is all that is required to establish the

power, then the issuing of the bonds, which is obviously the most important step in the proceeding, by officers who think they have the power, becomes the highest and most conclusive evidence that the power exists. Enabling acts may thus be dispensed with, for the production of the bonds in the hands of an innocent holder for value, with evidence that the officers issuing them thought they were authorized to do so, will prove that they had such authority. But it is clear, as this court has frequently decided, that power to issue the bonds cannot be acquired or established in this way. If the county giving the bonds has no legal authority to give them, neither the acts or opinions of its officers or voters can create such authority. Neither the report of a committee accepted by the board, nor the resolutions of the board levying taxes to pay the interest, nor the payment of the interest, can have any effect to supply the want of power to issue the bonds. They can neither create the power nor estop the county from showing the absence of it.

Marsh v. Fulton County, 10 Wall., 676.
Loan Association v. Topeka, 20 Wall., 655.
Aspinwall v. Commissioners, 22 How., 364.
Harshman v. Bates County, 92 U. S. R., 569.
Elmwood v. Marcy, 92 U. S. R., 289.
Concord v. Portsmouth Savings Bank, 92 U. S. R., 625.

By the well settled rule in Wisconsin, interpreting the clause in the constitution of the state declaring that no general law shall be in force until published, the laws here in question are general laws. *State v. Lean*, 9 Wis., 279; *Clark v. Janesville*, 10 Wis., 136; *Alfred Bank v. Town of Rochester*, 13 Wis., 433. But whether these are general or special, public or private statutes, is immaterial here, since the purchaser of such bonds is

always affected with notice of the true state of the law respecting their issue, and is bound to know or ascertain at his peril whether the bonds are or are not issued with lawful authority. This is as true of a private act, if such authority can be granted in that way, as of a public one, for otherwise it would follow, if the purchaser is not bound to take such notice, that the bonds would be valid in his hands without any act at all authorizing their issue. If the purchaser be not bound to take notice of the statutory authority under which the bonds purport to issue, nor to know whether any such authority exists, it exempts him, or the bonds in his hands, from the consequences of a want of such authority, which would be another most convenient way of avoiding all questions of the power or authority to issue the bonds. A position of this kind was assumed in the court below, but it is clearly untenable. Chapter 210 of 1870 is a public act without the declaration on its face that it shall be so considered and taken; but if it were not, purchasers of bonds were bound to take notice of it and of its effect upon power of the county to issue bonds as given by chapter 93 of 1867. If chapter 210 is private then chapter 93 is also private. If chapter 210 had been a flat repeal of all power on the part of the county under any law to issue its bonds in aid of the construction of railroads, would anybody have said that the county could afterwards have given its bonds which would have been valid in the hands of any person whomsoever? Purchasers are as much bound to take notice of chapter 210 as of chapter 93, both acts being of the same character, and equally required to know the effect of chapter 210 upon the power conferred by chapter 93, as if chapter 210 had been a flat repeal of such power.

The bonds recite on their face the particular author-

ity by virtue of which the county claimed to have issued them, thus bringing to the attention of purchasers the objection to such authority, if any existed, by reason of a subsequent amendment or repeal of the law. Purchasers cannot protect themselves by the position that there existed somewhere in the laws of the state authority by virtue of which the county might, under some circumstances, grant aid and issue its bonds, but are bound to know that the particular authority found in the recitals existed.

Harshman v. Bates County, 92 U. S. R., 569.

II.

The court erred in deciding and instructing the jury that it was competent for the legislature of Wisconsin, by act, and without the application, assent or approval of the county of Wood, to ratify and make valid the bonds of said county, if they were before void for want of lawful authority to issue the same, and that chapter 218 of 1873 had such constitutional force and effect by recognizing such bonds in the manner therein stated.

It has long been well settled by the decisions of the Supreme Court of the state of Wisconsin, that the legislature has no power, of its own mere motion, and without the assent of the municipal corporation to be affected, to ratify and make valid the contracts of such corporation which were previously void for want of power to enter into them. The legislature, without the assent of the corporation, cannot create a debt or obligation as by contract where none before existed, and impose upon the corporation the duty of discharging or paying it. The decisions on this subject have been uniform and without conflict. They have been made

and adhered to after the fullest and most careful examination by the court.

Hasbrouck v. Milwaukee, 13 Wis., 37.
Milwaukee v. Milwaukee, 12 Wis., 83.
State, ex rel., v. Haben, 22 Wis., 660.
State, ex rel., v. Tappan, 29 Wis., 664.

These decisions upon a question of state law, determining the constitutional force and effect which shall be given to it, furnish the rule by which this court is to be governed according to the fundamental principle established by the 34th section of the judiciary act "that the laws of the several states, except where the constitution, treaties or statutes of the United States shall otherwise require or provide, shall be regarded as rules of decision in trials at common law in the courts of the United States where they apply." This court has never yet departed from the rule of state decision and state law in a case like this. In *St. Joseph Township v. Rogers*, 16 Wall., 644, no previous rule of state law or state decision had been established, and the question was open for the court to decide for itself. But in *Township of Elmwood v. Marcy*, 92 U. S. R., 289, a case bearing very close analogy to the present, where the opposite was true, and a rule of decision in the state courts had been established, this court followed, and was governed in its judgment by such rule. Here is no repugnancy to the constitution, treaties or laws of the United States, and, in such case, there should be no incongruity of decision in courts of co-ordinate jurisdiction in the same state upon a most important matter of state constitutional law and state power, as that in one co-ordinate judicial tribunal an act of the state legislature should be held void, whilst in the other it is declared valid and enforced as law. Such conflicts of decison in such cases, it is most respectfully submitted,

ought never to exist. The rule of state decision, should govern especially where, as in this instance, it has been long settled, unvarying and uniform, and was established long prior to the transactions in question, and when it must be presumed to have been recognized and known by all the world. The application or assent of the county was disproved in this cause.

But if such subsequent legislative ratification be sufficient *propria vigore*, to give validity to contracts before void for want of power to enter into them, then chapter 218 of 1873 furnishes no sufficient evidence that the legislature intended so to ratify, and ought not to be so construed or applied. Ratification, if the power exists in the legislative body of its own mere will, ought not to be found except upon words evincing a clear intent to ratify, and showing that the legislature knew and understood that such was the object of the enactment. Such was the language of the statute relied upon by the court for this purpose in *St. Joseph Township v. Rogers*, 16 Wall., 647, and by the minority of the court for the same purpose in *Township of Elmwood v. Marcy*, 92 U. S. R., 296. The statute now under consideration evinces no such intent on the part of the legislature. It contains not one word to signify that the legislature knew the defect in the bonds and intended to cure such defect. It is one of too many like statutes, smuggled through the legislature, where, if the framers had any such ulterior purpose, they were careful to keep it wholly concealed from the body that was to act upon and pass the bill.

III.

Any doubt or ambiguity arising out of the terms used by the legislature in making a grant of power to a municipal corporation, must be resolved in favor of the public; and a power cannot be exercised where it is not clearly comprehended within the words of the act, or derived therefrom by necessary implication.

Clark v. The City of Davenport, 14 Ia., 494.
Minturn v. Larne, et al., 23 How., 435.

IV.

In *Mills v. The Town of Jefferson*, 20 Wis., 50, which was an action to recover the amount of certain interest coupons attached to the bonds of the town, the majority of the Supreme Court of Wisconsin, after acknowledging the doubts and difficulties which surrounded the question when considered with reference to the authorities, resolved that interest upon such coupons could be recovered from the time they became payable. This decision was first published in 1867, and at the very next session of the legislature led to the enactment of chapter 60 of the laws of 1868, the first section of which is in these words: "It was and is the true intent and meaning of sections one and two of the general laws, passed in the year 1859, and of all other laws heretofore enacted in this state, prescribing and limiting the rate of interest, that interest should not be compounded or bear interest upon interest, unless an agreement to that effect was clearly expressed in writing, and signed by the party to be charged therewith." Section 2 of this act is as follows: "Section two of chapter 160 of the general

laws of 1859, is hereby amended by adding thereto the following: 'and in the computation of interest upon any bond, note, or other instrument or agreement, interest shall not be compounded, nor shall interest thereon be construed to bear interest.'" This statute was in force when these bonds and coupons were executed and issued and is still in force. It has been generally understood and the construction and intent are obvious, that the statute was passed to change the rule of interest upon interest established by the case of *Mills v. The Town of Jefferson*, and that it did change the rule unless the requirements with respect to the agreement in writing for the payment of such interest are complied with. There is no such agreement in writing contained in these bonds or coupons, and interest upon the interest, or interest upon the coupons after maturity, is not recoverable.

The direction for the verdict was erroneous in this respect as well as in the others above spoken of, and so was the order overruling the motion for a new trial.

It is respectfully submitted, for the reasons above stated, that the judgment is erroneous, and should be reversed.

L. S. DIXON,

Of Counsel for Plaintiff in Error.

SUPREME COURT

OF THE

UNITED STATES.

THE BOARD OF SUPERVISORS OF WOOD COUNTY,
Plaintiff in error,

vs.

THE LACKAWANA IRON AND COAL COMPANY.

P. L. SPOONER,
Of Counsel for Plaintiff in Error.

Atwood & Culver, Printers and Stereotypers, Madison, Wis.

SUPREME COURT

OF THE

UNITED STATES.

THE BOARD OF SUPERVISORS OF WOOD COUNTY,
Plaintiff in error,

vs.

THE LACKAWANA IRON AND COAL COMPANY.

I.

This action is upon coupons of certain bonds issued by officers of the county of Wood to the Green Bay and Lake Pepin Railway Company, and which came to the plaintiff as a purchaser for value.

The bonds were issued (as appears upon their face) under chapter 93, Pr. Laws of 1867, which authorized any county through any portion of which the Green Bay and Lake Pepin Railway might pass, to issue bonds in aid of its construction, without any restriction as to amount or rate of interest or time of maturity.

The county of Wood was not mentioned in the act, but it was one of the counties through which the road, if ever built, would be likely to pass.

The county of Wood was poor, its whole taxable property in 1872 being little over $1,200,000; its voting population in 1871 being about 800, nearly two-thirds of which lived in the city and town of Grand Rapids and the village and town of Centralia; that city and village lying opposite each other on the Wisconsin river, and being the only large places in the county.

There were several railroad companies besides the Green Bay and Lake Pepin Company, which had power to construct a railroad to Grand Rapids or Centralia, but when the legislature met in January, 1870, no railroad had been built to either of those places. Wood county wanted a railroad which should come to Grand Rapids or Centralia, no matter from what direction it should come, or by what company it should be built. On the 8th of March, 1870, was passed what is known as Chapter 210 of the Pr. Laws, which was entitled "An act to authorize the county of *Wood* to aid in the construction of railroads." The 1st section of this chapter made it lawful for the county of Wood to issue its bonds to an amount *not exceeding* $150,000, in aid of the construction of the Wisconsin Valley Railway from a point on the Milwaukee and St. Paul Railway, to the village of Centralia or city of Grand Rapids, or in the construction of any *other* railroad of equal or greater length, which might first be built into that city or village from any other direction. The other provisions of this chapter are so fully stated in the brief of Judge DIXON (to which this is supplementary), that mention is here made only of the facts, that by the 3d section, the railroad commissioners appointed by the act were authorized to enter into a contract with "any railroad company" which should *propose* to construct a railroad to Grand Rapids or Centralia from any direction of equal or greater length than that men-

tioned in the 1st setion; that the contract thus entered into was to be submitted to the voters for their approval; that the road was to be graded the whole length required, before any bonds should be delivered to the company; that they should then be delivered in instalments as specified portions of the road were completed and equipped; that the bonds should not fall due in less than ten years, and not more than $15,000 of principal should fall due in any one year.

Was it the intention of the legislature in the enactment of chapter 210, to embrace in it the whole subject of aid to be given by the county, for the construction of railroads, or only a part of it? Was it not intended to embrace the Green Bay and Lake Pepin Company as much as any other, within that chapter, so as to allow it aid upon compliance with its provisions, and not otherwise?

If the Green Bay & Lake Pepin Railway Company, the Portage & Stevens Point Company, and the Berlin & Grand Rapids Company had been mentioned by name in chapter 210, it would be conceded that the power to give aid to any one of them in the amount, and upon the conditions mentioned in that chapter, would, by necessary implication, prohibit the giving aid to such company by Wood county, unless its road was built to Grand Rapids or Centralia, and then only in conformity with the provisions of that chapter. But all those companies were embraced in chapter 210 as fully as if they had been mentioned in it by name. General words in a statute must receive a general construction, unless there be something in it to restrain them, or, (as it is otherwise frequently expressed), if there be no express exception. Harrington v. Smith, 30 Wis., 60; Encking v. Simons, 28 id., 272. If the Green Bay & Lake Pepin Company had proposed to the board of railroad commissioners of Wood county to construct its road to Grand Rapids or Centralia, and bonds had been issued

to it in conformity with chapter 210, no one could have questioned the validity of the bonds. This was conceded in the brief of the plaintiff's counsel in the circuit court, where it is said "the result demonstrated that the Green Bay & Lake Pepin Company, so far as building the road to Grand Rapids or Centralia merely, had it chosen so to do, might have proceeded, perhaps, to that extent under the act of 1870, as well as under the act of 1867, both being in force and no incongruity or repugnancy existing between them." The writer of that sentence laid his finger upon the repugnancy whose existence he denied. Two statutes, one of which authorizes a county to give aid in the construction of a particular road, without restriction as to amount, or otherwise, and the other of which authorizes the county to give aid to the same road only to a limited amount, and under certain restrictions, are manifestly repugnant, and the later act must, of course, prevail. It will not do to impute to the legislature an intention to restrict the amount of aid if asked for under chapter 210, and allow aid to be granted to an unlimited amount, if asked for under the act of 1867.

Very properly chapter 210 contained no express repeal of the act of 1867, for that act was left in force as to all the counties through which the Green Bay & Lake Pepin Railway might pass, except the county of Wood, the intention being to take Wood county out of that act, and to give it just such power upon the subject of aid to railroads as the legislature, in view of its special interests and financial ability, thought it ought to possess. Chapter 76, Pr. Laws of 1871, was not intended as a legislative exposition of chapter 210, but only to amend the act of 1867 as to the counties which still remained subject to its provisions.

It was argued by counsel for plaintiff that at the time of the

passage of chapter 210, power to grant aid under the act of 1867 had not come into existence, so far as Wood county was concerned, and was contingent upon an event which had not occurred, namely, the location of the Green Bay & Lake Pepin Railway through some part of Wood county. This may be true, but it seems only to make more clear the proposition that chapter 210 was intended to define the whole power upon the subject of aid to railroads, which the county should thereafter possess.

It was argued also that the subject of the two acts is different. It seems to us that so far as Wood county is concerned, the power to grant aid in the construction of railroads, was the subject of both acts, the difference in the two being only this: that under the act of 1867, the Green Bay & Lake Pepin Company might, if its road should pass through any part of Wood county, receive aid in any amount which it could persuade the voters to give; whereas, under the act of 1870, aid could not be given to that road, or any other, unless it were made to Grand Rapids or Centralia, and then only to the amount of $150,000, and upon the other conditions specified in that act.

The object of chapter 210 was to hasten the completion of a railroad to *Grand Rapids or Centralia* (not through some other portion of the county), and it must be assumed that the legislature knew that the Green Bay and Lake Pepin Company might be the first, as it was, in fact, the first to propose to construct, and actually to construct its road to those places. Nor could that company avoid the provisions of chapter 210 in respect to the amount and character of the bonds to be issued by making its proposition, under the act of 1867, not simply to construct its road to Grand Rapids or Centralia, but to those places, and also *a few miles further;*

and the election held to consider that proposition was without authority of law.

We beg to refer to some authorities which seem applicable to this branch of the case:

1. Where there are two acts on the same subject, the rule is to give effect to both, if possible. But if the two are repugnant in *any* of their provisions, the latter act, without any repealing clause, operates, to the extent of the repugnancy, as a repeal of the first; and even where the two acts are not in express terms repugnant, yet if the latter act covers the whole subject of the first, and embraces new provisions, plainly showing that it was intended as a substitute for the first act, it will operate as a repeal of that act. U. S. v. Tyner, 11 Wall., 92.

2. If a subsequent statute be not repugnant in *all* its provisions to a prior one, yet if the later statute clearly intended to prescribe the only rules which should govern, it repeals the prior one. Daviess vs. Fairbairn, 3 How., 696.

3. In the construction of the statutes or local laws of a state it is frequently necessary to recur to the history and situation of the country in order to ascertain the reason of many of the provisions in them, to enable a court to apply the different rules for construing statutes. Preston vs. Browder, 1 Wheat., 120.

4. Purchasers of municipal bonds are in law chargeable with knowledge of the statutes supposed to give authority for their issue, and of the *true construction* to be placed upon them by the courts. Commonwealth vs. Chesapeake Canal Co., 32 Md., 501.

II.

As to what is said by counsel for the plaintiff about "contemporaneous practice or construction," this is not a case as we understand it, where a statutory power has failed of due execution through ignorance or otherwise, but where there was an entire absence of power.

It is difficult to see upon what principle the officers of the railroad company, or the officers of the county could supply the want of power by the assumption that the power existed, or, keep in force an act which the legislature had repealed.

III.

As to the alleged ratification of the bonds in question, by chapter 218, Laws of 1873, few words only may be added to what is said in the brief of Judge DIXON.

We deny that the legislature intended by chapter 218 to affect the validity of the bonds therein mentioned. That act professes by its "title," to be an act to amend the charter of the Green Bay & Lake Pepin Railway company.

If the act had said only that all municipalities which had theretofore issued, or should thereafter issue, bonds in aid of the construction of the road of that company, should so long as they held its stock, have a right, collectively, to elect one of the directors of the company whose duties should be as in the act defined, the proposed amendment of the charter would have been complete. The recital that certain municipalities had issued in aid of the road certain amounts of bonds, and

that other municipalities had voted bonds, but had not yet issued them, was, in no sense, an amendment of the charter, which would be precisely the same whether such municipalities were or were not stockholders, or had voted, or had not voted to become so. It is now alleged in the interest of the company, or of its bondholders, that it was the object of chapter 218 not only to amend the charter of the company, but also to ratify and make valid all the municipal bonds which had been issued to the company.

The act cannot be so construed without making it unconstitutional. The constitution declares that no private or local bill which may be passed by the legislature, shall embrace *more than one* subject, and that shall be expressed in the title. Art. IV, sec. 18. Our supreme court holds that this provision is mandatory. Durkee *v.* City of Janesville, 26 Wis., 697, 700. The purpose of the section was that neither the members of the legislature nor the public should be misled by the title (8 N. Y., 241), or as is said in 26 Wis., *supra*, "to guard against surprise or imposition on the part of the legislature, and the community affected by the law." No one reading the title of chapter 218, would suppose that it was one of the purposes of the act to legalize municipal bonds. If such was its intent or purpose, it would seem impossible to devise a title more calculated to mislead.

The act must be so construed, if possible, as not to make it unconstitutional, and so construed, it cannot have the effect to amend the charter of the company, and at the same time to accomplish the legalization of a mass of bonds which were before invalid. Moreover, all that is said in the act in relation to bonds issued, or voted and not issued, is a mere recital of supposed facts. If the town of Preston, for example, had refused to issue the bonds, which the act recites it had

voted, would the recital be any evidence against the town of the fact so recited? The finding of facts is a judicial and not a legislative function. See Parmelee v. Thompson, 7 Hill, 80; 3 Litt., 480; 1 Ind., 465–6. There is nothing in the act to indicate that any question had ever arisen as to the validity of any bonds which had ever been issued to the company, or that there had been any defects or irregularities which it was desired to cure.

IV.

As to the interest on the coupons after they became due. The brief of Judge DIXON, as I understand, brings to the notice of the court chapter 60 General Laws of 1868. If the coupons had stated upon their face that they were not to bear interest after falling due, would they, nevertheless, draw interest by reason of their having been made payable in New York? Did not the law of this state enter into the coupons and form a part of them, as though set forth in them? If the court should hold that the coupons would draw interest after due if sued upon in the courts of New York, we suggest whether, where there is no contract, express or implied, and interest is only allowed for delay of payment, the true rule is not that the *lex fori* will govern, and especially so where the action is brought in the place where the contract is made. The law of this state was the *lex fori* in this case as much as if the action had been brought in one of the courts of the state, and the federal judge could not construe the coupons as bearing interest, without disobeying the law of this state. See Story's Conflict of Laws, 7th edition, sec. 296; and Ayer *v.* Tilden, 15 Gray, 179; Ives *v.* Farmer's Bank, 2 Allen, 239;

Barrington *v.* King, 5 Gray, 12; Eaton *v.* Melns, 7 Gray, 566. We submit that if the coupons are valid the circuit judge erred in instructing the jury to find for the plaintiff an amount which included interest upon them up to the day of trial.

P. L. SPOONER,
Of Counsel for Plaintiff in Error.

Dec. 28, 1876.

Barrington v. King, 5 Gray, 12; Eaton v. Metlin, 7 Gray, 590.
We submit that if the coupons are valid the circuit judge erred in instructing the jury to find for the plaintiff an amount which included interest upon them up to the day of trial.

P. L. SPOONER,
Of Counsel for Plaintiff in Error.

Dec. 28, 1874.

Supreme Court of the United States.

OCTOBER TERM, A. D. 1876.

NO. 667.

THE BOARD OF SUPERVISORS OF THE COUNTY OF WOOD,

Plaintiff in Error

VS.

THE LACKAWANA IRON AND COAL COMPANY,

Defendant in Error.

BRIEF OF DEFENDANT IN ERROR.

S. U. PINNEY,

Counsel for Defendant in Error.

Supreme Court of the United States.

OCTOBER TERM, A. D. 1876.

NO. 667.

THE BOARD OF SUPERVISORS OF THE COUNTY OF WOOD, 2

Plaintiff in Error.

VS.

THE LACKAWANA IRON & COAL COMPANY,

Defendant in Error.

Action brought to recover on coupons taken from bonds issued 3
by the county of Wood to the Green Bay & Lake Pepin Railway Company or bearer, of which the defendant in error and plaintiff below was and is the *bona fide* holder as was admitted below. Record, 110, fol. 94.

The defense, not denying the execution and delivery of the bonds insists that they were issued without any authority of law; that the authority relied on to support their issue (Chapt. 93, Private and Local Laws of Wisconsin, 1867; Chapt. 166, Private and Local Laws, 1869, amendatory thereof, and Chapt. 76, Private and Local Laws, 1871), also amendatory thereof, Record, pages 79 to 83, as 4
to Wood county, had been repealed *by implication* before the bonds were issued, and before the contract for issuing them was made by Chapt. 210, Private and Local Laws, 1870, Record, page 100 fol., 77 to 103, fol. 82, and Chapt. 34, Private and Local Laws, 1872, amendatory thereof. Record, page 103, fol. 82.

Chapter 218, laws 1873, amendatory of the charter of the Green Bay & Lake Pepin Railway Company, and relating to the bonds

5 in question, and the right of Wood county to vote upon the stock issued in exchange therefor, and to elect a municipal director to represent its interests. (Record, pages 83, 84,) passed after the bonds had been issued, has an important bearing on this question.

It is not contended as we understand, that the bonds were not properly issued under the authority of the acts above referred to, unless Chapt. 210, Laws 1870, Record, 109, fol. 77–82, as amended by Chapt. 34, Private and Local Laws, 1872 (Record, 103, fol. 82,) repealed such authority by *implication*. No express repeal of
6 such authority is or can be claimed.

The Green Bay & Lake Pepin Railroad Company was authorized to construct a railroad from Green Bay, Wisconsin, to the Mississippi River, without the designation of any particular counties or places through which said road should run, Record, 73, fol. 39.

No work was done on the Green Bay & Lake Pepin Railroad, *west* of New London (a town between Green Bay and the Mississippi River) prior to the passage of Chapt. 24, Private and Local Laws, 1872, (Record, 103, fol. 82); the distance from New London
7 to Grand Rapids, in Wood county, on the line of the road of said company, was 45 or 50 miles, from which place it was 40 miles to the line of the Milwaukee & St. Paul Railroad at the nearest point.

On the 9th of Feb., 1871, and after the passage of the act of 1870, the said railroad company made its first proposition to exchange the stock of the company for the bonds of the county to the amount of $200,000.00. (Record, 84–86.) This was on condition that the road should be graded, etc., from Fort Howard to Grand Rapids, when $100,000.00 of said bonds were to be delivered to the company, $50,000.00 more were to be delivered when the bridge was
8 completed, etc., from Grand Rapids to Centralia, and $50,000.00 more when the road was completed to Yellow River by January 1, 1872, and if not so completed to Grand Rapids, the first $100,000.00 of bonds was to be forfeited by the company; and if not to Centralia and Yellow River by the 1st of January, 1873, the balance of the bonds were to be forfeited. The question whether this proposition of the Railway Company should be accepted or not, as required by the enabling act relied on, was submitted to a popular vote of the county. An election was duly notified and held, and

resulted in favor of the proposition. (Record, 84–88.) On the 16th of December, 1871, the company made another proposition to the county, (Record, 86–87), it being unable to comply in due season with part of the former one; in substance, that the company issue to the county stock to the amount of $50,000.00 in exchange for bonds of the county in like amount, etc., etc., delivered when the road should be completed to Grand Rapids. This proposition was submitted to a special vote of the county under the act in question, and was accepted. Record, 86, 87, 88, and approved. This was practically an extension of the time under the original contract, in respect to building to Grand Rapids, as the company could not perform in due season. (Record, 89, fol. 58.)

These propositions were complied with and the bonds were issued and delivered, in all to the amount of $150,000.00 Copies of the bonds thus issued are found in the Record, 105–107.

Before anything had been done by way of contracting for the issue of these bonds, and before anything had been done towards building the road of the Green Bay & Lake Pepin Railroad Company, a charter had been granted to the Wisconsin Valley Railroad Company, to construct a railroad "from such point on or near the line of the La Crosse & Milwaukee Railroad, between Kilbourn city and the tunnel on the said road, as its board of directors should select to Wausau *via* Grand Rapids." The line of this road approached Grand Rapids from the west, and the Green Bay & Lake Pepin road from the east. Nothing had been done towards locating or building either road through Wood county prior to the passage of the alleged repealing act and its amendment. Record, 100–103.

At the same session it was passed, an act was passed to incorporate the Portage, Friendship, Grand Rapids and Stevens Point Railroad Company, and to authorize towns, cities and incorporated villages along its route to subscribe to its capital stock. The line of this road was to approach Grand Rapids from Portage city on the south, *via* Friendship, in the county of Adams, and another road had also been chartered to build a road from Berlin *via* Wautoma to *Grand Rapids*, but it contained no aid provisions.

13 The roads in all these schemes by the terms of the respective charters, were required to pass through some part of Wood county and *to Grand Rapids*, but the charter of the Green Bay & Lake Pepin Company was not; its charter being a swinging or floating one, so to speak, it might or might not build its road into Wood county. Whether its aid provisions would ever affect that county *depended entirely on the location of the line of its road, and there is no proof to show that it had located its line or any part of it through Wood county, prior to the passage of the alleged repealing act and* 14 *amendment relied on*, but it is shown that no work had been done on the line of that road prior to said acts. Work was afterwards commenced on the Wisconsin Valley road.

The legislation under which these bonds were issued was ample, unless repealed by implication.

It is shown that as a matter of fact the bonds in question were not issued under or in accordance with the provisions of the alleged repealing act, but the bonds while they recite the authority of the enabling acts and amendments for the benefit of the Green Bay & 15 Lake Pepin road, do assert that "*all the provisions of law in such cases made and provided were in all respects fully complied with.*" Record, 107, fol. 88; 105, fol. 85.

No general law had been passed authorizing counties to issue bonds in aid of railway enterprises, and the general act of 1870, Chapt. 24, applied only to towns, villages and cities.

But Chapter 93, Private and Local Laws of 1867, under which these bonds were issued, § 1, provided that "it shall be lawful for any county through any *portion* of which *any part* of the Green 16 Bay & Lake Pepin railway *shall run*, or any town or incorporated city or village in such county to issue and deliver to said company its bonds, in such sums, at such rate of interest, etc., etc., etc., as may be agreed upon by and between the directors of the company and the proper officers of such county, etc., and to receive in exchange the stock or bonds of the railway company, * * * but no such bonds shall be issued or delivered to said company by any such county, etc., unless a majority of the legal voters of such county, etc., voting on the question shall first have voted in favor

of such issue" in the manner provided in the act. The act then 17
provides in detail for the submission of a written proposition by the company under its seal as to the proposed terms; that an election is to be called and held, how it shall be conducted and the vote canvassed, and how the bonds shall be signed; that the supervisors shall vote on the stock so issued for the election of directors, and that the stock is to be considered pledged for the payment of the bonds.

The act was amended as to the form, of proceeding under it, by Chapter 166, Private and Local Laws, 1869. 18

The alleged repealing act of 1870, makes no mention of this act in way or manner, whatever.

This act of 1870, was the first act that became operative (as to Wood county) as a power *in presenti* to issue bonds for railway purposes, and there was nothing for it then to act on by way of revision or implied repeal. It contains no negative words, or words of restraint, except such as relate solely to the powers it confers.

Subsequently by the *location* of the Green Bay & Lake Pepin Railway through Wood county, the power on which we rely con- 19
tained in the act of 1867, and amendments, vested and became operative, and this power related to *a different subject* from that of the act of 1870.

CONTEMPORANEOUS EXPOSITION bearing on this question by the parties called on and required to act, is to the effect following:

1. The Green Bay & Mississippi Railway Company understood the law of 1867 and amendments had not been repealed, as it located its road through Wood county and made two propositions, one in 1871 and one in 1872, for the issue of bonds under the act of 1867 and amendments. Record, 84, 86. 20

2. Judge Powers, County Judge, and the County Clerk of the county so understood it and issued the calls for elections under the respective propositions. He was also a Director and President of the Wisconsin Valley Railroad mentioned in and aided by the alleged repealing act of 1870, and was a member of the Board of Railroad Commissioners for Wood county created by the latter act. Record, 100, 97.

3. The electors of the county understood that the act of 1867

21 and amendments were not repealed, and twice voted burdens on themselves to get the Green Bay and Lake Pepin Railway built through the county, February 18, 1871, by a vote of 723 to 55, and again January 6, 1872, by a vote of 349 to 12. Record, 87, 88.

4. The County Board of Supervisors so understood it, for they caused the bonds to be issued and placed in the hands of a trustee, a committee of that body having reported December 12, 1873, that they "had examined the contract, and *taken legal advice* thereon, and were unanimously of opinion" that the railway company were 22 entitled to the bonds, Judge Powers being a member of that committee. November 19, 1872, that body levied a tax of $12,000 to pay interest on them, and November 24, 1873, levied for that purpose a tax of $18,000. Record, 93, 94, 95.

5. The Railway Company and capitalists aiding it so understood the law, induced probably in a great degree by the emphatic and oft-repeated action of the electors and public authorities of Wood county, who were to act under it and reap its advantages, if in force. The bond-holders were thus drawn in to part with their 23 money, on the faith of this repeated action of the officials and electors of Wood county. The railway company built the road according to agreement. The county got, in every essential, all it contracted for. Testimony of Powers and Lyon. Record, 107, 108, fols. 89, 91.

Being called on to pay the bonds, the county seeks to change its position and asks that the act of 1870 be construed differently,—that all the acts of parties and public officers and authorities, who were called on to act under it, and whom alone it affected, are void, and that the authority under which they assumed to act had 24 been repealed by *implication*, and so was a deception. After having drawn in capitalists to purchase their bonds, no court should allow so faithless and dishonest a defence.

LEGISLATIVE EXPOSITION is as follows:

1. At the next session after the alleged repealing act was passed, the act of 1867, under which the bonds were issued, was amended, Record, 82, Chapt. 76, Laws, 1871, by language which recognizes in the most unmistakable manner that the original act was not repealed *in any respect*, but remained in full force just as it was

passed, as to all counties originally intended to be affected by it. 25
Section 1 of this amendatory act says that "Section 2 of chapter 93 of the private and local laws of 1867, entitled, 'an act to authorize *the counties* and towns *through which the Green Bay & Lake Pepin Railway passes* to aid in its construction' amended by chapter 166 of the private and local laws of 1869, is hereby amended so as to read as follows: "Section 2. Whenever the railway company shall desire to exchange any amount of its stock or bonds for the bonds *of any such county*," etc., (i. e., of any county through which such railway shall pass.) Section 2, amendatory of section 4 of the original act also provides that "if a majority of the legal voters who shall vote on the question at any election to be held *in any such county*," etc. And section 3 of this amendatory act, to avoid any interference with the scheme of the act of 1867, or any inference of an implied repeal from a *general* law on the subject of railway aid (the Esterly law) provided that such law should not be construed as repealing or otherwise affecting the provisions of the act of 1867, or any proceeding under it. The Green Bay & Lake Pepin Railway had been located through Wood county *before this act of 1871* 27
was passed and on the very day that the act was approved the electors of Wood county were voting on the proposition under which these bonds were issued, and had their representatives at Madison looking after their interests in the legislature. 26

This act, we submit, is much more clear and explicit as an affirmation of the existence of the act of 1867, than the act of 1870, as an implied repeal of it.

But in 1873, by a general law, chapter 218, section 1, amendatory of the charter of the company, it is declared that "the coun- 28
ties of Brown and WOOD EACH OF WHICH HAS ISSUED ONE HUNDRED AND FIFTY THOUSAND DOLLARS OF BONDS IN AID OF THE CONSTRUCTION OF THE GREEN BAY & LAKE PEPIN RAILWAY, * * *
(naming several towns and villages which had also issued such bonds) *shall so long as they continue to hold and own the stock* of said railway company issued in exchange for such bonds *in addition to their existing right* to vote upon the election of all other directors of said company, (see sec. 7 of the act of 1867) *have the exclusive*

29 *right of and among themselves * * * to elect one of the directors of said railway* company, who shall be styled the "municipal director," who, in addition to his usual duties as director, "shall be specially charged with the care of the interests of all such counties, etc., etc." Record, 83, Chapt. 218, Laws, 1873.

This is found in an act naming Wood county as a county that had issued bonds, and as a county that in addition to its "existing right," under the act, (said to have been repealed), was to have certain other rights as stockholder on account of the stock it had
30 received in exchange for the bonds it had so issued.

Proof was given to show that the County Board did not apply for this act; but the county is representsd in the legislature by its Assemblyman and Senator.

Proof of the completion of the road so as to entitle the company to the bonds which were issued, and that it issued the stock to the county for which it had subscribed is found in the Record, pages 90, 91, 92, 63, 108.

31

THE ACT OF 1870, AS AMENDED BY THE ACT OF 1872, (Record 100 to 103 inclusive) DOES NOT OPERATE NOR WAS IT INTENDED TO, AS A REPEAL, BY IMPLICATION, OF THE PROVISIONS OF THE ACT OF 1867, UNDER WHICH AND AMENDMENTS THERETO THE BONDS WERE ISSUED.

THERE IS NO EXPRESS REPEAL.

Whether there has been a repeal by revision or implication is a question of legislative intent and of construction.

32 1. When there is a difference in the whole purview of two statutes, apparently relating to the same subject, the former is not repealed, *Rex. v. Downs*, 3 Term, 569, Dwarris 674. The same principle was applied in *Goldson v. Buck*, 15 East, 371, where it was held that two acts relating to the same subject, conferring several powers to be exercised for different purposes, might well subsist together, and the former not be repealed by implication. *Bowen v. Lease*, 5 Hill, 225.

2. As laws are presumed to be passed with deliberation, and

with a full knowledge of all existing ones on the same subject, it is 33
but reasonable to conclude that the legislature, in passing a statute, did not intend to interfere with or abrogate any former law relating to the same matter, unless the repugnancy between the two is irreconcilable. Hence a repeal by implication is not favored; on the contrary, courts are bound to uphold the prior law, if the two acts may well subsist together. *Bowen v. Lease*, 5 Hill, 226, and cases cited. *In the matter of the Evergreens*, 47 N. Y., 220; *Kingsland v. Palmer*, 52 N. Y., 88; *Monegan v. People*, 55 N. Y., 615. 34

Mr. Sedgwick says that "the reason and philosophy of the rule is, that when the mind of the legislator has been turned to the details of a subject, and he has acted on it, a subsequent statute in general terms, or treating the subject in a general manner and not expressly contradicting the original act, shall not be considered as intended to affect the more particular or positive previous provisions, unless it is absolutely necessary to give the latter act such a construction, in order that its words shall have any meaning at 35
all." Sedgwick on Stat. 123.

Black, Ch. J., says in *Brown v. Co. Com'rs*, 21 Pa. St. 42, that "When two statutes are so flatly repugnant that both cannot be execu'ed, and we are obliged to choose between them, the later is always deemed a repeal of the earlier. This rule applies with equal force to a case of absolute and irreconcilable conflict between different sections or parts of the same statute. The last words stand, and the others, which cannot stand with them, go to the ground. But whenever two acts can be made to stand to- 36
gether, it is the duty of a Judge to give both of them full effect. *Even where they are seemingly repugnant, they must, if possible, have such a construction that one may not be a repeal of the other, unless the later one contains some negative words, or the intention to repeal is made manifest by some intelligible form of expression, &c. One act is held to repeal another by implication only in cases of very strong repugnancy* (6 Watts and S. 209), *or irreconcilable inconsistency*, 10 Barr, 442."

37 The invariable rule of construction in respect to the repealing of statutes by implication is, that the earliest act remains in force, unless the two are manifestly inconsistent with and repugnant to each other, or unless in the latest act some express notice is taken of the former, plainly indicating an intention to abrogate it. *Bowen v. Lease*, 5 Hill, 225. *Chamberlain v. Chamberlain*, 43, N. Y., 438.

To constitute a repeal of a statute by implication, the new statute must cover the *whole subject matter* of the old one. There
38 must be an irreconcilable repugnancy between the two acts. *Coghill v. State*, 37 Ind. 111.

A later statute, which is general and affirmative, does not abrogate a former one which is particular unless negative words are used, or the two acts are irreconcilably inconsistent or repugnant. *McVey v. McVey*, 51 Mo. 406. If both acts can by any reasonable construction be upheld, the latter will not operate as a repeal of the former. *State v. Blake*, 35 N. J. 268; *Kingsland v. Palmer*,
39 52 N. Y., 88. It must clearly appear that in the latter statute the legislature intended to abrogate the earlier one. *Water Works, &c. v. Burkhart*, 41 Ind., 364; *Chesapeake & Ohio Canal Co. v. Baltimore & Ohio R. R.*, 4 Gill. and Johns 6, 152; Smith on Stat., § 757.

The case of *Daviess v. Fairbairn*, 3 How., 636–646, is a strong and instructive case, and the rule is stated by McLEAN, J., as follows, citing from a case in 16 Peters, 362: "The question then arises whether the 66th section of the act of 1799, ch. 128, has been repealed, or whether it remains in full force. That it has not
40 been expressly or by direct terms repealed is admitted, and the question resolves itself into the more narrow inquiry whether it has been repealed by necessary implication. We say by necessary implication, for *it is not sufficient to establish that subsequent laws cover some or even all the cases provided for by it*, for they may be *merely affirmative, or cumulative, or auxiliary*. But there must be a *positive repugnancy* between the provisions of the new laws and the old; and even then the old law is repealed by implication only

pro tanto, to the extent of the repugnancy. * * * * None of 41
the acts repeal in terms the provisions in the act of 1776, and they contain no *repugnant* provisions; consequently the first act stands unrepealed."

In *Beals v. Hale*, 4 How., 37, 51, 52, another case strongly illustrating the doctrine insisted on, the court says that "It is a well-settled principle of construction that conveyances are, if practicable, on any reasonable view of the subject, to be sustained, rather than pronounced void, and also that statutes which apparently conflict with each other are to be reconciled, as far as may be, on 42
any fair hypothesis, and validity given to each if it can be, and it is necessary to conform to usages under them or to preserve the titles of property undisturbed." This doctrine is manifestly as applicable to securities such as these, considering the important functions they perform, as to titles to real property. Also that "a second law on the *same* subject does not repeal a former one *without repealing or negative words*, unless so clearly repugnant as to imply a negative. But if they be not so contrary or so repugnant that the last act expresses or implies a negative 43
of the first, then they may continue to stand together." In *United States v. Tyner*, 11 Wall., 92, the court states the rule to be that "repeals by implication are not favored; that when there are two acts on the *same* subject, the rule is to give effect to both if possible. But if the two are repugnant in any of their provisions, the latter act without any repealing clause, operates to the extent of the repugnancy as a repeal of the first; and even where two acts are not in express terms repugnant, yet if the latter act *covers the whole subject* of the first and embraces new provisions *plainly show-* 44
ing that it was intended as a substitute for the first act, it will operate as a repeal of that act.

In the matter of *Henderson's Tobacco*, 11 Wall., 657, Mr. Justice STRONG, speaking for the court, cites the above extract from *Tyner's* case as a sound exposition of the law, adding that "It must be observed that the doctrine asserts no more than that the former statute is impliedly repealed *so far* as the provisions of the subsequent statute are repugnant to it, or *so far* as the latter statute

45 making new provisions *is plainly intended* as a substitute for it. *Where the powers or directions under several acts are such as may well subsist together, an implication of repeal cannot be allowed.*"

These rules, founded on the wisdom and experience of the past, and an intimate knowledge and careful consideration of the course and methods of legislation, have been established as safe guides in such cases to legislative intent—for after all, that is the cardinal point in the construction of all statutes; yet it must be attained through certain defined and well recognized methods.

46 Applying these principles to this case and the question of repeal by revision or by implication must be solved in favor of the authority under which these bonds were issued, for the following reasons:

1. The purview of the two statutes is not the same, though they both relate to the subject of railroad aid by Wood County. The body, scope and meaning of the acts is entirely dissimilar and different.

The act of 1870 relates to a road to run *to Grand Rapids or Centralia.* A road not running to either of these places could get
47 nothing under it, and only one road could get aid under it. Further, it would have to be of *equal or greater length* than the projected Wisconsin Valley road, and it would have to be *the first road built* into either of those places. Secs. one and two of the act of 1870, Record 100, 101. The remainder of the act contains provisions for executing the scheme, but no words expressly or by implication denying the right of the County to issue bonds for other roads; certainly none denying such right, in case the Green Bay & Lake Pepin Company should locate any part of its road
48 through *any portion* of Wood County.

The act of 1867 is much more extensive in its scope, applying to any county in the State *through any portion of which any part* of the Green Bay and Lake Pepin road should pass, *no matter at what time*, and *to all towns and incorporated cities or villages in any such counties, whether reached by the road or not.* It was a general comprehensive act for the aid of that road only.

The act of 1870 applies *to no town, incorporated city, or village*, and to no *County but Wood, and to no road but the Wisconsin Val-*

ley road, except upon the happening of contingencies which might 49
never occur, and they are entirely different from the contingency upon which, by the act of 1867, the County might issue bonds to the Green Bay & Lake Pepin Company. 1. Under the act of 1870 such *other road* was required to be *of equal or greater length* than the Wisconsin Valley road. 2. It must be built *from a different direction.* 3. It must be built *to the city of Grand Rapids or Centralia before the* Wisconsin Valley road should be built to either of those places.

Under the act of 1867 it was only necessary to the existence of 50
the power to issue bonds that "that *any part* of the Green Bay & Lake Pepin road should run through *any portion*" of Wood County.

And the propositions to issue the bonds in question under the act and amendments were not merely to build a road *to Grand Rapids or Centralia*, but to build a road *through* Wood County *via* those places to Yellow River, &c., and delivery of the bonds was to be made in instalments as successive points were reached. These propositions were not within the scope or purview of the act of 1870, it being no part of either of them that the road should 51
reach either of those places *before the Wisconsin Valley road.* No action, therefore, could have been taken under either of them by virtue of the act of 1870. But both of them were clearly within the purview and power conferred by the act of 1867 and amendments, and so were lawful, and so related to an entirely different subject matter from anything contemplated or within the scope of the act of 1870.

The act of 1870 was not therefore a repeal of the act of 1867.

The mere accident that the exercise of the power conferred by the act of 1867 *resulted* in building the Green Bay & Lake Pepin road 52
to Grand Rapids and Centralia, before the Wisconsin Valley road was built, does not defeat or invalidate the power pursued, as both might well subsist and be executed together, relating as they do to entirely different subjects, though the *result* demonstrated that the Green Bay & Lake Pepin Company, so far as building the road to Grand Rapids or Centralia merely, had it chosen so to do, might have proceeded perhaps to that extent under the act of 1870 as well as under the act of 1867, both being in force and no incongru-

53 ity or repugnancy existing between them. In this sense and to this extent the provisions of these acts were cumulative. *Daviess v. Fairbarn*, 3 How., 636–646.

2. If it can be held that they both relate to the same subject, and that such subject in a general sense is *the aiding of railroads by Wood County*, yet as they confer *several powers for different purposes connected with that subject*, both may well subsist and be executed together. *Bowen v. Lease*, 5 Hill, 226 and other cases cited before.

54 3. No express repeal by any mention of or reference to the act of 1867 is contended for. And the act of 1870 contains no negative words or language of restraint, except such as is applicable only to the powers it confers, in relation to an entirely different subject. There is therefore no manifest inconsistency or repugnancy between them, and so no implied repeal. *Brown v. Co. Com'rs*, 21 Pa. St. 42; *United States v. Tyner*, 11 Wall., 92, Id. 657. It does not clearly appear that the legislature intended to abrogate the earlier act. See also *Beals v. Hale*, 4 How., 37, 51, 52; *Water*
55 *Works v. Burkhardt*, 41 Ind., 364; *Smith on Stat.*, § 757. The general well settled rule is, that repeals by implication are not favored. The two acts may well subsist together, and both should therefore be upheld. *Bowen v. Lease*, 5 Hill, 226; *In Re Evergreens*, 47 N Y. 220; *Kingsland v. Palmer*, 52 N. Y., 88; *Monegan v. People*, 55 N. Y., 615. Each of these acts is entirely consistent and in no wise repugnant to the other.

The title of the act may be relied on, it being "An act to *authorize* the County of Wood to aid in the construction of rail-
56 roads." It is not styled an act to *revise* or *regulate* or *restrain* the power of Wood county in that respect. Aud with the double project contemplated and provided in the act, to aid the Wisconsin Valley road or such other of equal or greater length as might first be constructed from any other direction to Grand Rapids or Centralia, it is difficult to find any title to it so obvious or natural as the one adopted; and while it speaks in the plural of "railroads," the body of the act relates to only one—*i. e.* the one to be first built to Grand Rapids or Centralia. While the title of an act may

perhaps be considered to explain some question of doubt as to the body of the act, it cannot operate to extend it to subjects not enumerated or mentioned in the act itself. Sedgwick on Stat., 50. 57

But it may be urged that the negative words in section one of the act of 1870 have the desired effect. These words are that "no such bonds shall be so issued unless a majority of the legal voters of said county voting on the question shall first have voted in favor of the issuing of such bonds in the manner" in that act provided.

That such words relate only to a proposition gotten up under *that act*, and an attempt to issue bonds under *that act only*, and that, too, only in favor of a company contracting *to first build* a road of *equal or greater length* from any other direction into the city of Grand Rapids or Centralia, seems to be too plain to admit of doubt. If there could be any question about it, the case of *Batcheller v. Mascoutah*, 8 Chicago Legal News, 230, where a similar question in all respects was passed on by Judge DRUMMOND, would seem decisive of it. 58

Reliance may be placed upon the fact that the act of 1870 creates and names a Board of Railroad Commissioners for Wood county, to show a repeal of the act of 1867. But their functions are defined in section 2 of the act of 1870, to be, "take the management of the fund *hereby* created, and to do and perform generally all such acts and things as may be authorized or required by the provisions of *this act*." 59

To argue from this that a repeal of the act of 1867 was intended, and that there was to be no other fund or aid extended to railroads, except under the act of 1870, is simply begging the question, particularly, when its found that there is no repugnancy between the acts; that both may well subsist and be executed together as affirmative enabling acts. 60

3. Because the provisions of the act of 1867 when the act of 1870 was passed had not become operative as to Wood County.

The road of the Green Bay & Lake Pepin Company had not then been located through any part of Wood County, and the existence of any power upon the part of the county to issue bonds

61 was dependent and contingent upon that event. Record 79, Sec. 1. The only condition was that some part of its road should pass through some portion of the county. It was not necessary that the road should reach Grand Rapids or Centralia. As to the route through the county, the field of location was as broad as the county itself. Course, western terminus, and length were alike immaterial, and the subsequent event of location of the road was to determine whether it should ever be operative as to Wood County. *Burr v. Blanding*, 14, Cal., 357; *In Re v. Oliver*, 17 Wis., 684; and the validity of such an act is beyond question. *Att'y General v.*
62 *O'Neill*, 24 Wis., 154; *Smith v. Janesville*, 26, Wis., 294.

How the act of 1870 is to be held as an *implied* repeal of a power or authority which had in no wise vested in Wood County or with which it was then in no manner connected is not readily perceived. Had the power upon which we rely been then vested in Wood County, there would have been some foundation upon which to predicate the argument of presumed intent, if there was a manifest inconsistency or repugnancy between the acts, or if they
63 both extended to and embraced the same subject matter, or conferred similar powers for the same purpose. At the time of the passage of the act of 1870 there was no cause existing from which to deduce the desired or supposed legislative intention to repeal.

These considerations show that the act of 1870, is simply an *enabling* act—in no sense a *revising* or *restraining* act, nor was it a *regulating* one, any further than it regulates or restrains proceedings in aid of the particular enterprise contemplated by it. The enterprise of the Green Bay & Lake Pepin Company was an en-
64 tirely different one in all material respects, and did not embrace the same subject matter, nor was it referred to in the act of 1870, either directly or indirectly, even in the remotest manner, and the question of repeal by revision or implication being one strictly of legislative intention, no design can be imputed to the legislature by the act of 1870 to repeal, regulate, revise or restrain a power which, as to Wood county, had no existence and might never come into being.

There is, therefore, an utter failure of any subject matter upon

which the act of 1870 can act by way of implied repeal, or which 65
justifies by any fair inference, any intent on the part of the legislature to give the act of 1870 a repealing, revising or restraining effect.

4. Because by contemporaneous exposition and practice upon the part of those whose duty it was to act in relation to these acts, the one of 1867 has been uniformly esteemed in force, and the question of repeal being one of construction, such practice and exposition are entitled to great weight.

It is said "there are two sorts of a contemporaneous practice, and 66
either of them may be applied for the purpose of explaining any ambiguous words or expressions in a statute. The first is the common practice which prevailed among the people when the law was made. The second consists *in what was done upon the law in the time immediately after the making of it* * * By what has been done upon a law soon after it was made, is not meant what has been done by courts of judicature, who are the authorized interpreters of the laws of the country. But the practice which it pro- 67
duced among the people, *or what was done in consequence of it* by those who were obliged, and might be supposed willing to comply with it. Smith on Const., § 625.

And contemporaneous practice becomes stronger evidence in a case like this, where the act of 1870 is local, if not private in its nature, operating only on the railway company and persons and things in Wood county.

That the last section declares it to be a public act, and requires it to be published as a general law, does not in the least change its character. 68

"It must, notwithstanding, be construed as are all other private acts, and when passed on the petition of individuals (as such acts presumably are,) it is to be construed as any private agreement between parties." * * The effect of such a clause is that courts are bound to take notice of such acts without their being specially pleaded, and the expense of proving it by an attested copy is saved. It has never been held that such an act derives any additional weight or authority from such a proviso. Smith on Const., § 815.

69 This act was classified and published by the state authorities as a private or local act.

Now presently after the alleged repealing act took effect, the county officers and the people who were to execute the authority conferred by these acts, if both were in force, and whose interests were to be affected by them, proceeded to construe both acts, and to act upon and execute them as separate, valid enabling acts to accomplish different purposes in relation to the general subject of railway enterprises.

70 1. The railway company understood there was no repeal, and made its propositions.

2. L. P. Powers, county Judge of that county, a prominent lawyer, and clerk of the board of supervisors, acted upon the theory for which we contend. He called the elections, one in February, 1871, and the other in January, 1872.

3. The electors of the county understood the act of 1867 was not repealed, and twice voted burdens on themselves to get the 71 road, February 18, 1871, by a vote of 723 to 55, and again January 5, 1872, by a vote of 349 to 12.

4. The board of supervisors so understood it, for they caused the bonds to be issued and placed in the hands of a trustee, a committee of that body having reported December 12, 1872, that they "had examined the contract, and *taken legal advice* thereon, and were unanimous of opinion" that the railway company were entitled to the bonds, Judge Powers being a member of that committee. November 19, 1872, that body levied a tax of $12,000 to pay 72 interest on them, and November 23, 1873, levied for that purpose a tax of $18,000.

5. The Railway Company and capitalists aiding it, so understood the law, induced probably in a great degree by the emphatic and oft-repeated action of the electors and public authorities of Wood county, who were to act under it and reap its advantages, if in force. The bond-holders were thus drawn in to part with their money, on the faith of this repeated action of the officials and electors of Wood county. The railway company built the road ac-

cording to agreement. The county got, in every essential, all it 73
contracted for.

Being asked to pay the bonds, and refusing to do so, suit is brought, and now comes the county and insists that the act of 1870 must be held to be a repeal of the act of 1867. Great indeed should be the stringency of a case which would induce a court to allow so faithless and dishonest a defense.

5. Because of legislative exposition and recognition to the effect that the act of 1867 was a still subsisting enactment.

At the next session after the alleged repealing act was passed, 74
and *after the act of 1867 had become operative by the location of the road of the Green Bay & Lake Pepin Co. through Wood county*, the law of 1867 was amended by Chapt. 76, (Private and Local) Laws 1871, Record, 82, 84, 87, by language which recognizes in the most unmistakable manner that the original act was not repealed *in any respect*, but remained in full force just as it was passed, as to all counties originally intended to be affected by it. Section 1 of this amendatory act says that "Section 2 of chapter 93 of the private and local laws of 1867, entitled, 'an act to authorize 75
the counties and towns *through which the Green Bay & Lake Pepin Railway passes* to aid in its construction' amended by chapter 166 of the private and local laws of 1869, is hereby amended so as to read as follows: "Section 2. Whenever the railway company shall desire to exchange any amount of its stock or bonds for the bonds *of any such county*," etc., (i. e., of any county through which such railway shall pass.) Section 2, amendatory of section 4 of the original act also provides that "if a majority of the legal voters who shall vote on the question at any election to be held *in any such* 76
county," etc. And section 3 of this amendatory act, to avoid any interference with the scheme of the act of 1867, or any inference of implied repeal from a *general* law on the subject of railway aid (the Esterly law) provided that such general law should not be construed as repealing or otherwise affecting the provisions of the act of 1867, or any proceeding under it. On the very day that this act was approved the electors of Wood county were voting on the proposition under which part of these bonds were issued, and had their

77 representatives at Madison looking after their interests in the legislature.

The road of the Green Bay & Lake Pepin Company then passed (was located) through Wood county, and it was within the express terms of this statute authorized to issue bonds to aid that road.

This act, we submit, is much more clear and explicit as an affirmation of the existence of the act of 1867, than the act of 1870, as an implied repeal of it. Record 82.

But in 1873, by a general law, chapter 218, section 1, amenda-
78 tory of the charter of the company, it is declared that "the counties of Brown and WOOD EACH OF WHICH HAS ISSUED ONE HUNDRED AND FIFTY THOUSAND DOLLARS OF BONDS IN AID OF THE CONSTRUCTION OF THE GREEN BAY & LAKE PEPIN RAILWAY, * * * (naming several towns and villages which had also issued such bonds) *shall so long as they continue to hold and own the stock* of said railway company issued in exchange for such bonds *in addition to their existing right* to vote upon the election of all other directors of said company, (see sec. 7 of the act of 1867) *have the exclusive*
79 *right of and among themselves * * * to elect one of the directors of said railway* company, who shall be styled the "municipal director," who, in addition to his usual duties as director, "shall be specially charged with the care of the interests of all such counties, etc., etc." Record, 83.

This is found in an act naming Wood county as a county that had issued bonds, and as a county that was in addition to its "existing right," under the act, (said to have been repealed), to have certain other rights as stockholder on account of the stock it had
80 received in exchange for the bonds it had so issued.

"The exposition of statutes by subsequent legislative bodies has weight—though not controlling authority, in regard to the construction of statutes." Sedgwick on Const. and Stat Const., 252.

These acts are clear and explicit recognttions of the continued existence after the passage of the act of 1870, of the power under which these bonds were issued.

Upon this point *Gelpcke v. Dnbuque*, 1 Wall., 220, 221 is clear and decisive. "What is implied in a statute is as much a part of

the statute as the statute itself." *United States v. Babbitt*, 1 Black, 81
61. These acts of 1871 and 1873, not only imply the existence of the power to issue these bonds, but expressly assert it.

6. The act of 1870 cannot operate as a repeal of the act of 1867, by implication; both acts being *private*, the doctrine of implied repeal is not applicable.

Statutes such as we have been considering have been held in Wisconsin to be *general* laws, and so not in force until published. *Alfred v. Town of Rochester*, 13 Wis., 432–437. In that case the court state that "it is conceded that the act (an aid law,) is a *gen-* 82
eral law, within the decision of this court in the case of *The State v. Lean*, 9 Wis., 279, and *Clark v. Janesville*, 10 Wis., 136, and that as such it could not, under the constitution, take effect until published." This it seems to us was an improvident admission, and the court did not investigate its soundness, but acted on it. And the case of *Berliner v. Waterloo*, 14, Wis., 378, proceeded on the same basis. The Supreme Court of the United States has never approved this ruling, having found it unnecessary to consider that question in any case brought before it; See *Havemeyer v. Iowa* 83
County, 3 Wall., 303. But the rules by which it is determined whether an act is a general or private one, are common law rules —rules of construction—and the ruling of a State Court on such matter is in no sense binding on the Federal Courts.

The classification and publication of these acts as private and local acts, was sufficient to authorize purchasers of the bonds so to treat them. 3 Wall., 302. Such acts had been held private in Wisconsin. *Hewitt v. Grand Chute*, 7 Wis., 282.

We do not question but that a law providing for the removal of a county seat, as in the *Lean* case, or incorporating a city, as in 84
the *Janesville* case, are general laws. Whether these acts should be operative or executed was not *a matter of choice* to those to be affected by them. These laws were *compulsory*, in the strictest sense, and the results sought to be attained could be reached against the will of the people. They were therefore general laws, and not private ones in the nature of special powers or contracts. This distinction appears from all the cases cited in those decisions.

85 There is "a manifest distinction between a public statute which is of *universal concern and obligation*, and prescribes a rule of action to all, and a grant by the legislature, or a private act granting certain chartered privileges to individuals; or to be executed by persons appointed for the purpose, and under bond for their fidelity. The former is the declaration of the sovereign will; and when constitutionally proclaimed it becomes *binding on all the citizens, without any subsequent assent on their part, express or implied.*

86 But such is not the effect of a grant or charter of privileges to individuals, or of any private act to be executed in the manner before mentioned. Such an act, though passed with all constitutional sanctions, possesses no binding force, even on the grantees of such chartered privileges, unless expressly or by implication accepted by them; or on those appointed to carry its provision into execution, until they have accepted the appointment and subjected themselves to a legal obligation to perform the duties it imposes. Then and not otherwise is it in effectual operation. And why is it not? Simply because *such an act is in the nature of a contract*, to
87 the perfection of which the assent of two or more minds is necessary. Per MELLEN, Ch. J., in *Thomas v. Mahan*, 4 Maine, 513, 516.

It is of the very essence of that law making power by virtue of which general laws are passed that its action becomes or may become effective without the consent of the persons upon which, or the locality in which the law is to operate. It is the exercise of the *absolute* sovereignty of the law-making power.

On the other hand, it is plain that aid acts such as these are, fall within the class of acts which are private, and which are in the na-
88 ture of special enabling acts, powers or contracts, and which cannot become operative *until accepted and acted upon by the parties concerned*. That a county, city, village or town voting aid and issuing bonds for stock taken by it, acts as a private corporation or as an individual, and not as a public corporation, and that it could not be compelled to grant such aid, take such stock, and issue its bonds, is well established; while it could be compelled to contract debts and enter into contracts for an exclusively public purpose. *People ex rel. D. & C. R. R. Co., v. Bat-*

chelder, 53 N. Y., 128, 138, 144 ; *People v. Flagg*, 46 N. Y., 401. 89
Nor are these acts mandatory in their terms—their execution could not be compelled against the will of the electors of the several localities mentioned in them, and so *they lack the essential attributes of general laws.* They stand on the same basis as contracts by deed. Smith on Stat., §§ 818 to 821.

It is evident, then, that these acts are private acts, and while acts essentially public in their nature and *in pari materia*, should be constructed as though their several provisions were embraced in one act ; yet such rule does not apply to private acts. "When an individual receives a grant from the legislature, or a private act 90
is passed for his benefit, he *is not bound to look into and carefully examine the language of other grants and private acts in order to ascertain the true* meaning of the grant or act made for his own benefit." (*Thomas v. Mahan*, 4 Maine, 516, 517,) and if not bound to look into such acts to ascertain the construction of his own grant, *a fortiori*, he would not be bound to look into other private acts to ascertain whether the one in his favor was repealed by construction or implication. The principle goes to the extent of denying as to such acts, the applicability of the doctrine of implied 91
repeal. And the justice of it is manifest when considered in respect to this case.

Here parties have advanced their money on the faith of an authority contained in the act of 1867, as amended in 1869, and which is directly recognized as a valid existing power, by the act of 1871, Ch. 76, and the act of 1873, Ch. 218 ; and now it is said that this authority, so plain, precise and comprehensive too, is impliedly taken away by an act, containing no negative words, and 92
in no way referring to such other one.

Upon this ground also the act of 1872 (P. & L.) Ch. 34, mentioned in the answer, is inoperative for the purpose relied on.

But that this act cannot affect the question, is clearly demonstrable on other grounds.

Under the act of 1867, in question, the proposition of the railway company and the acceptance of it by the electors of the county, became a contract, and the subsequent act of 1872 could not

93 in any manner affect any of its provisions or impair its obligations. *Supervisors of Douglas County v. Walbridge*, 38 Wis. 179; *Moultrie Co. v. Savings Bank*, 92 U. S. 631.

FINALLY, the question of implied repeal of the act of 1867 is plainly one of construction. The court will not do the people of Wood County any injustice by adhering to the construction which they themselves have placed on these acts, and on the faith of which bondholders have in good faith advanced their money. All doubts should be resolved in favor of those who have parted with
94 their money on the faith of a construction of *private* acts adopted and acted on by the parties to be affected by them and to promote whose interests they were passed. Such question should be decided in favor of honest dealing and *bona fide* holders, where, as in this case, the County got the benefit of, and is now enjoying all it contracted for.

Van Hostrup v. Madison, 1 Wall. 297.
Meyer v. Muscatine, Id. 391.

95 In the former case NELSON, J., says: "Even if the case had been *doubtful*, inasmuch as the city authorities have given this construction to the charter, and bonds have been issued and are in the hands of *bona fide* purchasers for value, we should have felt bound to acquiesce in it." In the latter case, SWAYNE, J., says that "The record shows that all the votes cast except five were in favor of the loan. The city and citizens adopted and acted upon the ordinance as valid and sufficient. The citizens voted and the city authorities issued the bonds. No one interposed to prevent their is-
96 sue. It is not questioned that all the parties acted in good faith, and the city cannot now be heard to object to the regularity of its own proceedings. A party taking the bonds was bound to look to the legal authority under which the public agents acted. If that were sufficiently comprehensive, he had a right to presume that those acting under it had complied with its requirements."

But as against a *bona fide* holder, such as the plaintiff is not only presumed but proved to be, the defense insisted on ought not to prevail; the county having received and being still in the posses-

sion and enjoyment of all it contracted for, cannot be heard to say 97
that the contracts sued on are *ultra vires*, or beyond its authority to make.

Pine Grove v. Talcott, 19 Wall. 678.
Mayor v. Ray, Id. 484.
State Board, &c. v. Citiz ns Street R'y, 47 Ind. 407.
Bissell v. Mich. S. & N. Ind. R. R. Co., 22 N. Y. 258.

98

II.

THE PROVISIONS OF THE ACT OF 1873, DECLARING THAT THE COUNTIES OF BROWN AND WOOD HAD EACH ISSUED ONE HUNDRED AND FIFTY THOUSAND DOLLARS OF BONDS IN AID OF THE CONSTRUCTION OF THE GREEN BAY & LAKE PEPIN RAILWAY AND GRANTING THEM WITH CERTAIN MUNICIPALITIES CERTAIN RIGHTS IN RESPECT THERETO, AS TO ELECTING A MUNICIPAL DIRECTOR, HAD 99
THE EFFECT TO VALIDATE THESE BONDS, EVEN IF IT BE HELD THAT THE AUTHORITY FOR THEIR ISSUE UPON WHICH WE RELY HAD BEEN REPEALED.

Record, Page 83, Chapt. 218, Laws 1873.

This is a full and explicit ratification of all that had been done in subscribing for the stock and issuing the bonds in payment.

That an issue of bonds originally without authority of law may be validated by a subsequent act and that such validating act is equivalent to an original authority, is, we think, settled law in this 100
court.

Beloit v. Morgan, 7 Wall. 619, 623.
Kenosha v. Lawson, 9 Wall. 477, 485.
Gelpcke v. Dubuque. 1 Wall. 220, 221.
St. Joseph v. Rogers, 16 Wall. 644, 663.
Thomson v. Lee County, 3 Wall. 327, 331.
Ritchie v. Franklin Co., 22 Wall. 67, 76.
Bissell v. Jeffersonville, 24 How. 287, 295.

101 See also similar cases in State Courts.

Bridgeport v. Railroad Co., 15 Conn. 475, 495.
Weister v. Hade, 52 Pa. St. 474.
Grim v. School Dist. 57 Id. 433.
Coffin v. Keightley, 24 Ind. 509.
State v. Demarest, 32 N. J. 528, 540.
Hart v. Holden, 55 Me. 572, 578.
Shaw v. Railroad Co., 5 Gray 179, 180.

102 In some of these cases the intent to ratify may have been more clearly expressed than in this, but the language here used is explicit and unequivocal.

The defect to be remedied is an excess or want of authority, and all that is required to validate it is the consent of the State, the sovereign power, to what has been done, and when given it supplies the original want of authority. It is not necessary that it should be express. It may be implied, as "what is implied in a statute is as much a part of it as the statute itself." *United States v. Babbitt*, 1 Black. 61.

103 The act of 1873, ch. 218, § 1, Record 83, declares that "the counties of Brown and *Wood, each one of which has issued $150,000 of bonds* in aid of the construction of the Green Bay and Lake Pepin Railway (and naming several towns and villages which had also issued such bonds) shall so long as they continue to hold and own the stock of said railway company, *issued in exchange for such bonds*, in addition to their existing right to vote upon the election of all other directors of said company, (see sec. 7, act of 1867), have the

104 exclusive right of and among themselves * * * to elect one of the directors of said railway company who shall be styled the "municipal director," who, in addition to his usual duties as director, *shall be specially charged with the care of the interests of all such counties*," &c,, &c.

This act clearly recognizes and treats as lawful the acts of the county in acquiring such stock, and provides how its rights in respect to it are to be protected.

And recognizing as valid the transaction by which the county

subscribed for and acquired the stock it is also a recognition of the validity of *the entire contract, both in relation to the bonds and stock.* The ratification by this act is as clear and unequivocal as in *Gelpcke v. Dubuque*, 1 Wall., 220, 221. And that such ratification is operative without the consent or action of the county is, as we understand the well settled doctrine of this court. 105

We are aware that a different rule has been laid down in *Hasbrouck v. Milwaukee*, 13 Wis., 37 and is contended for on behalf of the county in this case, but we submit that this contention is against the great weight of authority and is without sound reason to support it. 106

No reason is perceived why after having once obtained the consent of the county in fact, the legislature may not intervene and validate it so that it shall stand as its consent both in fact and in law. No reason exists why the county should be required to consent again to what it has already agreed to, after the objection in point of law has been removed.

107

III.

NO IRREGULARITY OR WANT OF CONFORMITY TO THE POWER CAN BE SHOWN TO DEFEAT PLAINTIFF'S RECOVERY

The bonds reciting the acts under which they were issued and that "the provisions of law in such cases made and provided, were "in all respects fully complied with," and the giving of notice and holding of election according to law, and that the statement required was made and a majority of votes was in favor of issuing bonds (Record 105, 106, 107,) in view of the provisions of law under which they were issued, are conclusive of the regularity of the issue and binding on the county. These recitals estop the county from showing any defect or irregularity in the proceedings or want of conformity to the power. 108

Coloma v. Eaves, 92, U. S., 484.
Venice v. Murdock, Id., 494.
Marcy v. Oswego, Id., 638.
Humboldt v. Long, Id., 642.

109 It is clear that the plaintiff is entitled to recover on the merits if the act of 1867 was not repealed, as the repeated decisions of this court have established the rule, that when a corporation has power *under any circumstances* to issue negotiable securities, the *bona fide* holder has a right to presume that they were issued under the circumstances which gave the requisite authority, and that they are no more liable to be impeached for any infirmity in the hands of such a holder, than any other commercial paper.

Butler v. Lexington, 14 Wall., 296.

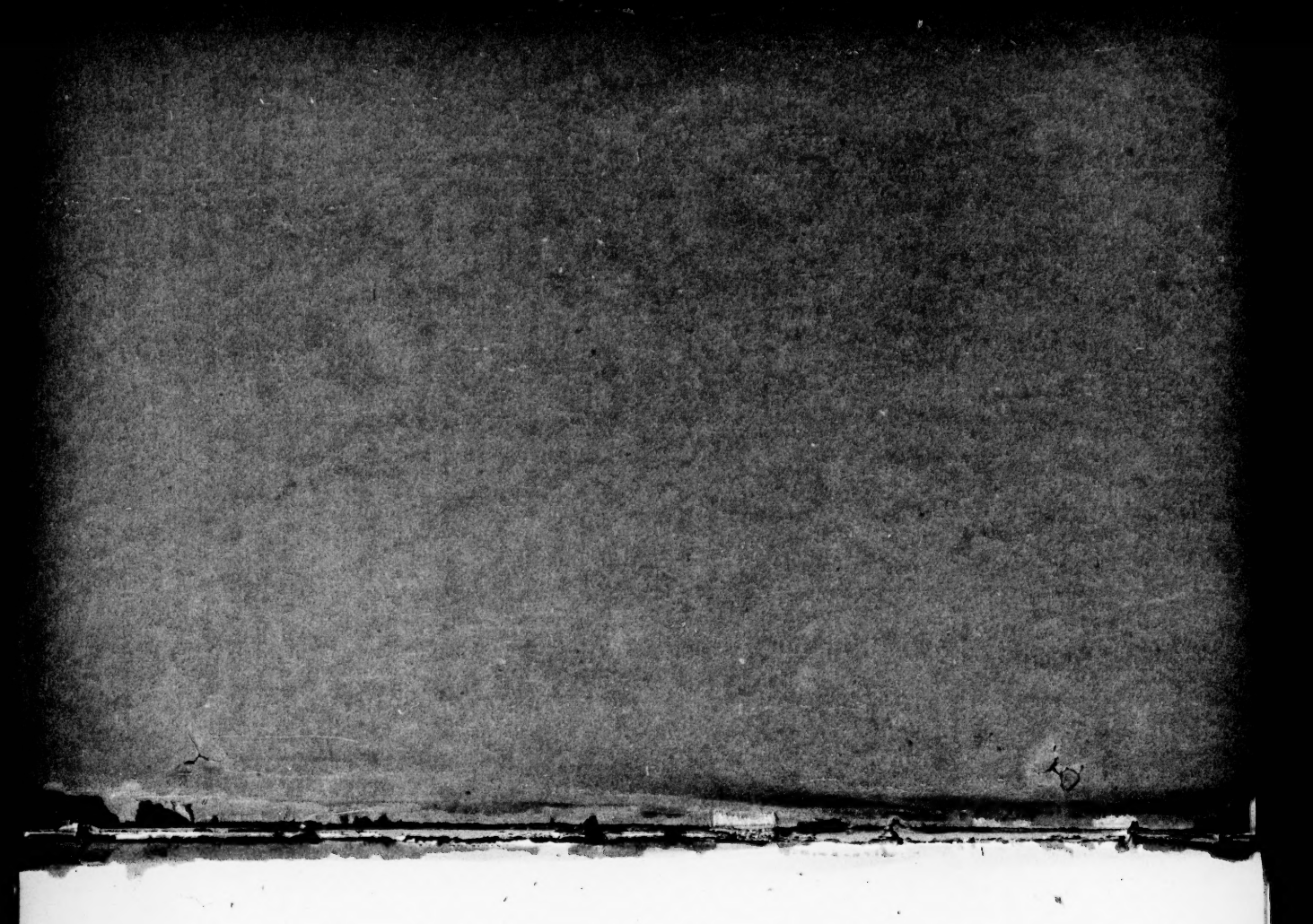
Grand Chute v. Winegar, 15 Wall., 356, 370.

110 Nor can such defense be admitted if this issue of bonds was validated by the act of 1873, as before contended.

For these reasons the charge of the court below, to the effect that the law under which the bonds were issued was not repealed; that the coupons and bonds were not void but valid in the hands of the plaintiff; and that it was competent for the legislature by act, without the application, assent or approval of the County of Wood to ratify and make them valid, if they were before void, &c., was correct, (Record 110,) and the verdict for the plaintiff was right, and the judgment thereon should be affirmed.

111

S. U. PINNEY,
Counsel for Defendant-in-Error.



Supreme Court of the United States.

OCTOBER TERM, A. D. 1876.

NO. 667.

THE BOARD OF SUPERVISORS OF THE COUNTY OF WOOD,

Plaintiff in Error

VS.

THE LACKAWANA IRON AND COAL COMPANY,

Defendant in Error.

REPLY TO BRIEF OF PLAINTIFF IN ERROR.

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Counsel for plaintiff in error, (Judge Dixon's brief, pages 20 and 21,) in considering the effect of the act of 1871, as a legislative declaration or recognition of the continued existence of the act of 1867, as to Wood county, entirely overlooks or ignores the fact that the location of the Green Bay and Lake Pepin road had been so far determined before the passage of the amendment of 1871, that it had been decided that the railway should "start from the most eligible point in Fort Howard, on or near Fox river, and run thence westward on the most feasible route *through the said county of Wood*, to the most eligible point on the Mississippi river to be determined by the directors pursuant to its charter," (Rec. 85, Fol. 53.) This amounted to a location of the road through Wood county, and occurred months before the amendment of 1871 was passed (Record, 82, Fol. 46,) and when it was passed, Wood county was a county through which the road passed within the meaning of the act of 1867 as amended.

See principal act and title to amendatory act.

For reason urged in the brief already made, we deny that the act of 1870 in any respect repealed or modified the acts under which these bonds were issued.

We deny, also, that there is manifest or necessary repugnancy between the former and the latter acts, and so far as the act of 1872 is concerned, it could not affect the pre-exsisting valid contracts with the county for the bonds in question.

Moultrie v. Savings Band, 92, U. S., 631.
Douglas Co. v. Walbridge, 38 Wis., 179.

Enough has been said in our brief to show the diversity that exists between the subject of the act under which the bonds were issued and the subject of the act relied on as a repealing act.

We desire to call attention to the argument of counsel (Judge Spooner) to the effect that the act of 1873 relied on by us, both as an exposition of former legislation, and as a ratification of the bonds, if so construed would be void for conflict with sec. 18, art., 4, of Wis., Const., which declares that no private or local bill which may be passed shall embrace more than one subject and that shall be expressed in its title; and he relies on, *Durkee v. Janesville*, 26, Wis., 297.

If an authority to issue bonds could constitutionally be conferred on counties, towns or cities, in an act to incorporate a railway company, it would seem clear that it could be so conferred in an act amendatory of such charter.

And if it could be conferred by the original charter, or an act amendatory thereof, no reason is perceived why a ratifying provision which is merely to supply the want of original authority may not constitutionally be embraced in the original charter or an amendment thereto.

This question has been put at rest in Wisconsin, and we refer to what Judge Spooner's learned associate in this case said in another place on this question as decisive. "It is further objected that the act embraces more than one subject, and also that its title (which was "an act to revise and amend the act to incorporate the Sugar River Valley Railroad, approved March 29, 1855, *and* to aurhorize certain towns

therein named to aid in the construction of said railroad,") is defective in not localizing the bill. Const., art. 4, sec. 8. The act embraces no more than one subject, and that is building the line of railroad named in it, or creating a corporation for that purpose and providing how it may obtain means and facilities for accomplishing it. *It is all the same general subject, which is all the constitution means.* An act might be passed creating or chartering a company in full and providing for municipal subscriptions to its stocks with all their details and particulars, and yet not be obnoxious to constitutional objection on this ground. And we think there is nothing in the other part of the objection that the bill is not properly localized in the title. The act in this respect differs altogether from that nnder consideration, in *Durkee v. Janesville*, 26 Wis., 697, cited and relied on," *Phillips v. Albany*, 28 Wis., 340, 342, 356.

The objection made that there is no evidence on the face of the ratifying act that any objection had been raised to the validity of the bonds, or that there was any intent to ratify them, might have been as plausibly urged in the case of *Gelpcke v. Dubuque*, 1 Wall. 220, 221.

The act of 1873 clearly implies, if it does not express it, that Wood county had authority to subscribe for stock in the Green Bay and Lake Pepin Company, and issue bonds in payment for it.

FINALLY, as to the assignment of error for allowing interest, it is submitted that if the point was raised or presented by the record, that the cases of *Mills v. Jefferson*, 20 Wis. 50, and *Genoa v. Woodruff*, 92 U. S. 502 are decisive of it.

The action is not on the bonds, but on separate and independent instruments, which in the commercial world subserve the purposes of commercial paper and we deny that as to such instruments this statute has or was intended to have any application. The purchaser of coupons such as these has a right to demand and recover interest on them if not paid at maturity.

No instruction was given or ruling made on this point at the trial, and this question is not presented by the bill of exceptions. Record 110, folio 95. It is possible, that if the court will go into a

cause, was allowed, but in this connection it is proper to notice that there was no pretense in the motion for new trial that the damages were excessive, or that interest was allowed, and it may also be mentioned that an exception, in so many words, to the allowance of interest, was incorporated in the bill of exceptions as prepared, and was stricken out by the presiding judge, on the ground that no question of that kind had been made or presented at the trial, or by the motion for new trial.

I do not think counsel will dispute this fact, although the record as returned to this court will not show it. It would be unfair as a matter of practice, to allow them to have the benefit of this point under such circumstances, and in the present condition of the record.

S. U. PINNEY,

Counsel for Defendant in Error.